

**CITY OF NORTH KANSAS CITY, MISSOURI  
REGULAR COUNCIL MEETING AND MOTION  
TO CLOSE PART OF THE MEETING**

**September 7, 2021  
7:00 p.m.**

- 1. Call to order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Agenda**
- 5. Comments from the Public**  
(Please limit comments to five minutes)

**Consent Agenda**

All matters listed within the Consent Agenda have been distributed to each member of the City Council for reading and study, are considered to be routine, and will be enacted by one motion of the council with no separate discussion. If separate discussion is desired on any item by any member of the City Council or by any member of the audience who has spoken during *Comments From the Public*, that item will be removed from the Consent Agenda and placed on the Regular Agenda.

- 6. Approval of Work Session Minutes of August 17, 2021**
- 7. Approval of Regular Council Meeting Minutes of August 17, 2021**
- 8. Approval of Strategic Planning Session Minutes of August 20 & 21, 2021**
- 9. Approval of Special Council Meeting Minutes of August 24, 2021**
- 10. Approval of Special Council Meeting Minutes of August 28, 2021**
- 11. Approval of Special Council Work Session Minutes of August 31, 2021**
- 12. Snake Saturday Short Term Conditional Use Permit**

### **13. Pint Path Short Term Conditional Use Permit**

- **Pint Path Fun Ride**
- **Pint Path Checkin**

### **14. Purple Wave Auction Items (Resolution No. 21-068)**

Annually, multiple City departments within North Kansas City identify several items that no longer function for their intended use to include in the city-wide auction. These items have either been considered outdated, replaced by newer equipment, unfit for service, or are not current with newer safety regulations. Staff recommends using Purple Wave for facilitating the auction.

## **Regular Items**

### **15. North Kansas City Business Council Year End Presentation and Annual Services Contract. (Resolution No. 21-065)**

The City has an agreement, renewed on an annual basis, with the North Kansas City Business Council for services related to business development and retention in the city. The agreement provides that “[t]he Contractor shall periodically prepare and submit to the City such reports concerning the performance of the services required by this Agreement as the Contract Officer, or his designee, shall require.” The City has requested that it be updated annually. Rich Groves of the Business Council will present a report on its activities in the last year. After the presentation, the City Council will consider a Resolution to renew the service contract for the period October 1, 2021, to September 30, 2022. Through this contract, the City of North Kansas City will provide NKCBC \$30,000 funding, the same amount as previous years, for services related to business development and retention in the city, as enumerated in the agreement.

### **16. Discussion regarding Sidewalk Eating and Alcohol Consumption Licenses**

Chapter 4.30 of the Municipal Code concerns Sidewalk Eating and Alcohol Consumption Licenses, which allows portions of the public sidewalks in front of eating and drinking establishments to be used for sidewalk dining subject to the requirements of the Municipal Code. While historically sidewalk dining/alcohol consumption licenses were restricted to businesses along Armour Road in downtown NKC, on June 2, 2020, as part of the City’s support to businesses facing indoor occupancy restrictions due to the Covid-19 Pandemic, this restriction was lifted so that sidewalk dining/alcohol consumption licenses might be issued citywide. Practically speaking, because sidewalk dining areas must reserve a four-foot passageway for pedestrians exclusive of tree wells, the locations that can

accommodate sidewalk dining are limited. Recently, City staff received an inquiry into sidewalk dining/alcohol consumption licensing from a new NKC business. This business does not meet the requirements to qualify for a sidewalk alcohol consumption license and has asked whether the requirements could be amended to allow them to obtain a license. This question is a policy discussion for the City Council to provide direction to City staff.

**17. Discussion Regarding Moving the November 16, 2021, Meeting to November 23, 2021**

Multiple members of the Governing Body will be out of town for the Tuesday, November 16, 2021, Regular City Council Meeting. Staff would like direction from the Council on moving the meeting to a Special City Council Meeting on Tuesday, November 23, 2021.

**18. Discussion Regarding Pedestrian Safety, Armour & Clay**

At the August 17, 2021 City Council meeting, Councilmember Graves expressed concern about pedestrian safety at the Armour and Clay intersection and asked staff to examine strategies for improving the visibility and safety of pedestrians crossing Armour Road in this area. On August 29, Public Works crews repainted the crosswalks on Armour Road on both sides of the intersection with Clay Street and installed Pedestrian Crosswalk signs to improve visibility of the pedestrian crossing. Staff believes these improvements to be a good short-term action to improve safety for pedestrians at this location. Rectangular rapid flashing beacons at this location have been added to the Downtown Streetscape project. Before construction begins in this area, staff will study this improvement to ensure that the flashing beacons do not cause a traffic impact due to the proximity to Burlington and make a future recommendation to Council.

**19. Creation of a Paid Parental Leave Policy (Resolution No. 21-067)**

Currently, the City has no Paid Parental Leave policy. The purpose of a Paid Parental Leave policy is to give parents additional flexibility and time to bond with their new child, adjust to their new family situation, and balance their work obligations. Under this proposal, all regular and appointed employees who are eligible to take leave under the City's Family and Medical Leave Policy would be granted paid parental leave due to the birth of the employee's child or the placement within the employee's home of an adopted or foster child. Paid Parental Leave would be in addition to, and not a replacement for, any other leave for which an employee is eligible.

**20. Shared Active Transportation Operating Agreement with Spin (Resolution No. 21-071)**

Shared Active Transportation businesses have been operating south of the river in Kansas City for several years and have recently begun expanding their operations north of the river. The City Council approved an Operating Agreement with Bird Rides, Inc. on May 4, 2021, permitting the deployment of Bird scooters in NKC. Earlier this summer, Skinny Labs Inc., which operates Spin scooters, contacted City staff about deploying in NKC. The Operating Agreement that is before the City Council for approval is generally the same agreement as the City has with Bird. The proposed fee to be paid by Spin is the same as that paid by Bird, a per ride fee of 15 cents for every ride in NKC. This fee structure is also the current structure in place in KCMO and many other cities where Shared Active Transportation companies are operating, including Omaha, Portland, Wichita, and Phoenix.

**21. Memorandum of Understanding for NorthRail Streetcar Extension Feasibility Study Update (Resolution No. 21-069)**

At its meeting of June 1, 2021, the City Council directed staff to proceed with an agreement between the City, the Kansas City Streetcar Authority (KCSA), and the Kansas City Area Transportation Authority (KCATA) for the purpose of updating the 2014 NorthRail Streetcar Extension Study. City staff has coordinated with KCSA and KCATA staff to finalize a Memorandum of Understanding (MOU) regarding this project and to draft a Request for Proposals (RFP) for consulting services to update the 2014 study. The City's share of study costs is included in the proposed budget. The RFP has been released by KCSA, with a deadline of September 20 for interested firms to submit proposals for the study update.

**22. Task Order 3 with Confluence regarding Downtown ADA Ramps (Resolution No. 21-070)**

At the City Council meeting of June 1, 2021, the Council approved Task Order #2 with Confluence for design services related to the Downtown Streetscape project, including additional design assistance during the pre-construction and construction phases of the project, construction observation, and limited civil engineering. The Council also approved a Construction Manager at Risk contract with MegaKC to play an integrated role in the design process, assisting with finalizing construction plans and specifications, and to function as the General Contractor on this project. Since that time, City staff has been working with both Confluence and MegaKC on pre-construction tasks. As part of this work, MegaKC and the City's Public Works Director have identified a need to complete more detailed examination of the ADA ramps in downtown NKC and include replacement of ADA ramps as needed in this



project. Doing this work now will help avoid any replacement in the near future that would impact the decorative design of the sidewalk pavers at downtown intersections and ensure that the City is providing accessible downtown sidewalks in compliance with the Americans with Disabilities Act.

**23. Contract Amendment with Burns & McDonnell – America’s Water Infrastructure Act Emergency Response Plan (Resolution No. 21-064)**

The America’s Water Infrastructure Act (AWIA) was signed into law in 2018. Section 2013 of this law requires community water systems serving more than 3,300 people to develop or update an emergency response plan (ERP). In its memo, staff recommends amendment of the contract with Burns and McDonnell for Water Treatment Plant services to include assistance in creating the new ERP. A task order with Burns & McDonnell Engineering in the amount of \$34,000 is presented accordingly for Council approval.

**24. Budget Amendment for Task Order with Burns & McDonnell Engineering (Resolution No. 21-066)**

In the preceding item on this agenda the City Council considered approval of a task order with Burns & McDonnell Engineering for services to develop an emergency response plan for the City’s water systems. Assuming approval, now presented is a budget amendment resolution in the amount of the task order. Staff recommends approval.

**25. Approving Accounts Due and Payable by the City through September 3, 2021. {Bill No. 7621 (Ordinance No. 9418.)}**

**26. Staff Comments**

- Upcoming City Items of Note
- North Kansas City Hospital Covid Update

**27. Councilmember Comments**

**28. Mayor’s Comments**

**29. Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the Interim City Administrator, to be Held on this Date, on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2)**

**30. Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the Interim City Administrator, to be Held on this Date, on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2)**

**31. Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the Interim City Administrator, to be Held on this Date, on a Personnel Matter Pursuant to Missouri Revised Statutes §610.021(3)**

**32. Adjournment**

Copies of ordinances referred to above are available for inspection prior to the meeting in the office of the City Clerk. Note: Meetings of the City Council are being broadcast live and recorded.

## **Minutes of the North Kansas City, Missouri Work Session of August 17, 2021**

The City Council and City Planning Commission met in a Work Session on Tuesday, August 17, 2021, at 6:00 p.m. in the City Council Chambers at City Hall, 2010 Howell Street, North Kansas City, Missouri.

The following were present:

Mayor: Bryant DeLong  
Councilmembers: Wesley Graves  
Anthony Saper  
Jesse Smith  
Lisa Tull  
Zachary Clevenger  
Adam Roberts  
Amie Clarke  
Ana Pellumbi

Staff Present: Kim Nakahodo, Interim City Administrator  
Kevin Freeman, Police Chief  
Dave Hargis, Fire Chief  
Sara Copeland, Community Development Director  
Anthony Sands, Public Works Director  
Nick Hawkins, Finance Manager  
Casey Campbell, Human Resources Manager  
Stephen Roberts, IT Manager  
Tom Barzee, City Counselor  
Crystal Doss, City Clerk

Planning Commission: Dave Wood  
Sarah Sheckells

Mayor DeLong called the meeting to order at 6:00 p.m.

Interim City Administrator Kim Nakahodo stated that the North Kansas City conducts a number of redevelopment and economic development projects that have a close relationship to legal issues concerning property rights. A deeper understanding of property rights and the legal authority to regulate development may help the City Council and Planning Commission understand their role in the development process and improve strategic decision-making. Mark White, a national expert in development regulations, form-based zoning, and growth

City Council and  
Planning Commission  
Work Session

management, will present an overview of the City's legal authority to regulate development and related property rights issues. Mark is an urban planner and attorney who has assisted communities nationwide.

Mayor DeLong declared the meeting adjourned at 6:57 PM.

Adjournment

Council Adjourned

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Mayor Bryant DeLong

Attest:

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City Clerk Crystal Doss

Approved this 7<sup>th</sup> day of September 2021

**Minutes of the North Kansas City, Missouri Regular City Council Meeting of August 17, 2021**

The City Council met in regular session on Tuesday, August 17, 2021, at the City Council Chambers located at 2010 Howell Street, North Kansas City, MO 64116.

The following were present:

Mayor: Bryant DeLong  
Councilmembers: Wesley Graves  
Anthony Saper  
Jesse Smith  
Lisa Tull  
Zachary Clevenger  
Adam Roberts  
Amie Clarke  
Ana Pellumbi

Staff Present: Kim Nakahodo, Interim City Administrator  
Kevin Freeman, Police Chief  
Dave Hargis, Fire Chief  
Anthony Sands, Public Works Director  
Casey Campbell, Human Resources Manager  
Nick Hawkins, Finance Manager  
Stephen Roberts, IT Manager  
Tom Barzee, City Counselor  
Crystal Doss, City Clerk  
Megan Summers, Deputy City Clerk

Mayor DeLong called the meeting to order at 7:00 p.m.

The roll was called. The following councilmembers were present: Zachary Clevenger, Adam Roberts, Amie Clarke, Ana Pellumbi, Wesley Graves, Anthony Saper, Lisa Tull, and Jesse Smith.

Roll Call

The meeting opened with the Pledge of Allegiance, led by Cub Scout Pack 9.

Opening

C. Smith moved to approve the agenda, seconded by C. Tull. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes. Motion carried, 8-0.

Approval of Agenda

Jessica Loya of 2112 Fayette St requested financial reasoning from the Council for the proposed purchase of the Cepheid GeneXpert Express Diagnostic Systems and Tests. It was stated that such an explanation would be given when the agenda item is brought forward by City staff.

Comments from the Public

The Consent Agenda contained the following items:

Consent Agenda

Approval of Work Session Minutes of August 3, 2021

Approval of Regular Council Meeting Minutes of August 3, 2021

Snow and Roast Food Truck During Fall Garage Sale

North Kansas City High School Back to School Event

Candy Cane Run 5k/10k Event

C. Smith moved to approve the Consent Agenda as presented, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes. Motion carried, 8-0.

Proclamation for Cub Scout Pack 9 (80 Years). Mayor Bryant DeLong presented Cub Scout Pack 9 a proclamation for their 80-year anniversary.

Consideration of an Ordinance Adopting and Approving Addendum to Group Contract (Maximum Refund Account), Together with the (A) Benefit and Rate Confirmation for the City's Preferred-Care Blue PPO Plan; (B) Benefit and Rate Confirmation for the City's Personal Blue PPO Plan; (C) Benefit and Rate Confirmation for the City's BlueSaver PPO Plan; (D) Benefit and Rate Confirmation for the City's BlueSelect Plus Personal Blue HRA Plan; and (E) Benefit and Rate Confirmation for the City's BlueSelect Plus PPO, Effecting January 1, 2022, with Blue Cross and Blue Shield of Kansas City Regarding Medical Insurance Benefits for the Employees of the City of North Kansas City, Missouri {Bill No. 7618 (Ordinance No. 9415)}. Interim City Administrator Kim Nakahodo asked Human Resources Manager Casey Campbell to present this item to Council. Ms. Campbell stated that staff has received the City's medical insurance renewal from Blue Cross Blue Shield of Kansas City ("BCBSKC") for 2022 and we are pleased to report that there will be a decrease of 7% to the City's health insurance plan for its employees.

Ordinance No. 9415 –  
2022 Renewal of  
Employee Health  
Insurance

All benefits were marketed this year by the City's health insurance broker, Lockton, and BCBSKC was the best option for our employees based on network and cost. The decision was to remain with BCBSKC due to disruption and price. The Blue Cross renewal was finalized with a 7% reduction in rates. This will result in an annual savings of approximately \$174,000. All plan designs remained the same for 2022. Staff recommends the renewal of this year's Blue Cross Blue Shield of Kansas City Medical insurance plan for 2022. Discussion ensued. C. Smith moved that Bill No. 7618 be placed on first reading, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes. Motion carried, 8-0. Bill No. 7618 was read. C. Clarke moved that Bill No. 7618 be placed on second and final reading and passed as Ordinance No. 9415, seconded by C. Smith. The roll was called and the vote was as follows: C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes. Motion carried, 8-0. Bill No. 7618 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9415, was signed and approved by the Mayor and attested by the City Clerk.

Consideration of a Resolution Authorizing and Approving Use of (A) Delta Dental for Employee Dental and Vision Insurance; and (B) Standard Insurance Company for Employee Life Insurance and Long Term Disability Insurance With All Such Coverages Commencing January 1, 2022 (Resolution No. 21-059). Interim City Administrator Nakahodo asked Human Resources Manager Campbell to present this item to Council. Ms. Campbell stated that all employee benefits were marketed this year by the City's insurance broker, Lockton. As a result, Lockton is recommending that the City make dental, vision, life, and disability carrier changes to enhance existing benefits while providing savings in the upcoming plan years. Staff recommends moving forward with carrier changes with Delta Dental for dental and vision coverage and The Standard for Life and Disability coverage. Discussion ensued. C. Smith moved to approve Resolution No. 21-059, seconded by C. Pellumbi. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried 8-0.

Resolution No. 21-059 –  
Dental, Vision, Life and  
Disability Carrier  
Changes

Consideration of an Ordinance Approving Public Health Order 21-002 Regarding Covid-19 in the City of North Kansas City, Missouri, and Authorizing the Extension of the Effective Period of the Current Order 21-001 Dated July 31, 2021, From August 28, 2021, Until September 25, 2021 {Bill No. 7619 (Ordinance No. 9416)}. Interim City Administrator stated that Councilmember Smith requested that an extension of Mayor DeLong's Order No. 21-001 be placed on the City Council Agenda so that the Council may vote to extend the Order for a period of thirty (30) calendar days from 12:01 a.m. on August 28, 2021, until September 26, 2021, at 12:01 a.m. unless rescinded, extended, modified or amended pursuant to applicable law. Ordinance No. 9416 and Order No. 21-002 has been prepared for the City Council's consideration. Discussion ensued. C. Smith moved that Bill No. 7619 be placed on first reading, seconded by C. Tull. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, no – C. Saper, yes – C. Tull, yes. Motion carried 7-1. Bill No. 7619 was read. C. Clarke moved that Bill No. 7619 be placed on second and final reading and passed as Ordinance No. 9416, seconded by C. Smith. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, no – C. Saper, yes – C. Tull, yes. Motion carried 7-1. Bill No. 7619 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9416, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9416 –  
Emergency Order  
Reauthorization – Covid 19

Consideration of a Resolution Amending the Gaming Fund Budget for Fiscal Year 2020-2021 in the Amount of \$15,606 for Virus Diagnostic Equipment (Resolution No. 21-061). Interim City Administrator Nakahodo asked Fire Chief Dave Hargis to present this item to Council. Chief Hargis stated that the past 16 months have required the City to send multiple employees (200+ to date) for COVID-19 testing. The available testing was located at various locations in the metro area; however, none were located in North Kansas City, and results sometimes took up to 72 hours to be processed. We now have the opportunity (previously the machine had been out of stock due to state and federal governments purchasing them) to purchase diagnostic equipment which would allow the City to test its employees in-house and have results in 20-30 minutes. With the belief that COVID-19 will continue to be a part of our lives for some time to come, staff recommends the purchase of a Cepheid GeneXpert Express Diagnostic Systems and Tests from Medline Medical Supply Company. This test system will detect COVID-19, Respiratory Syncytial Virus (RSV),

Resolution No. 21-061 –  
Budget Amendment – Virus  
Diagnostic Equipment



Influenza, and Strep. A resolution appropriating \$15,605.27 from the Gaming Fund to the equipment line has been prepared for the consideration of approval by the Council. Discussion ensued. C. Roberts moved to approve Resolution No. 21-061, seconded by C. Smith. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried 8-0.

Consideration of a Resolution Approving a Professional Services Agreement with AP Triton Consulting LLC for the NKC Fire Department (Resolution No. 21-060) Interim City Administrator Nakahodo asked Fire Chief Hargis to present this item to Council. Chief Hargis stated that on November 20, 2018, the City Council approved agreements with the Missouri Healthnet Division to participate in the Ground Emergency Medical Transport (GEMT) Program. As a reminder, the GEMT Program is a program that allows the Fire Department to request compensation for certain unreimbursed costs for Medicaid transports. GEMT draws down federal dollars to help offset the cost of the City's provision of emergency ambulance and transport for qualifying Medicaid patients. The governmental agency (the City of North Kansas City) that operates the EMS service is allowed to participate in the recovery of costs associated with providing transportation of Medicaid beneficiaries when the state Medicaid program does not cover the full cost of the service. This cost is shared by the state and federal government on a 35/65 split. In order to ensure the City can collect on 2021 reimbursements, staff is recommending the City hire a consultant, A.P. Triton L Consultants LLC, to prepare its cost reimbursement report. The cost reimbursement report is similar to a corporate tax return. It documents the cost of providing transport, including both direct and indirect costs associated with providing the ambulance service. These include administration, fuel, maintenance, training and time on task. Discussion ensued. C. Clevenger moved to approve Resolution No. 21-060, seconded by C. Smith. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried 8-0.

Resolution No. 21-060 –  
Professional Services  
Agreement with A.P.  
Triton Consultants, LLC

Consideration of a Resolution Amending the Gaming Fund Budget for Fiscal Year 2020-2021 in the Amount of \$11,000 for Additional Work Required to Complete the Howell Street Bump Out Project (Resolution No. 21-062). Interim City Administrator Nakahodo asked Public Works Director Anthony Sands to present this item to Council. Mr. Sands stated that construction of the Howell Street curb extension "bump-outs" began on July 19, 2021. The "bump-out" curb extensions provide traffic calming between Northgate and Macken Park by narrowing the vehicle lane width at pedestrian crossings, shortening the distance pedestrians must cross, and increasing the sight distance/visibility between traffic and pedestrians. During construction, it was observed that additional drainage facilities would be needed for the project as the flat slope of the street does not carry water adequately. The cost of this necessary construction was covered by the planned contingency funding. Two additional items are needed to complete the construction and will require an amendment to the current project budget. First, brick pavers placed during the construction of the adjacent townhomes were not included in the original bid and will need to be reset to complete the project improvements. Second, the existing rounded asphalt surface of the crosswalk will not allow for proper ADA transition between the roadway and the curb extension. Staff is requesting a budget amendment of \$11,000 for completing the brick paver reset and removal of the rounded asphalt surface. Discussion ensued. C. Pellumbi moved to approve Resolution No. 21-062, seconded by C. Roberts. The roll was called and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried 8-0.

Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through August 13, 2021 {Bill No. 7620 (Ordinance No. 9417)}. C. Clarke moved that Bill No. 7620 be placed on first reading, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes. Motion carried, 8-0. Bill No. 7620 was read. C. Clarke moved that Bill No. 7620 be placed on second and final reading and passed as Ordinance No. 9417, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes. Motion carried, 8-0. Bill No. 7620 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9417, was signed and approved by the Mayor and attested by the City Clerk.

Resolution No. 21-062 –  
Budget Amendment –  
Howell Bumpouts

Ordinance No. 9417 –  
Approving Accounts  
Due and Payable by the  
City Through August  
13, 2021

Interim City Administrator Nakahodo thanked Finance Director Nick Hawkins for all his work done to deliver the FY2022 budget. She looks forward to the upcoming Budget Discussions. A new line was added to the Upcoming City Events Calendar, indicating Special Events Permits that have been approved. Two updates were provided from the North Kansas City Hospital.

Staff Comments

C. Clevenger stated the Budget Book looks good. He thanked the Cub Scout Pack 9 for their presence tonight. He is glad that the City will be able to streamline Covid-19 testing for City staff. He thanks Public Works for their swift action on downed branches after the recent storms. He mentioned the passing of Chuck Cash, a previous Parks and Recreation Board Member and details for his upcoming memorial. Thank you to the Police Department for their work on arresting a suspect.

Councilmembers'  
Comments

C. Roberts also thanks Public Works for their swift action. Today is Black Cat Appreciation Day. He explains that August is a tough month for the service industry and suggest that NKC residents get take out to help support local restaurants. He is excited for the Strategic Planning Session this weekend.

C. Clarke thanked City staff for the delivery of the FY2022 Budget Book. Thanks to C. Pellumbi, officers, and firefighters for their work on the frontlines during the Covid-19 pandemic. She wants to give a special shoutout to nurses, especially a resident of her ward, Lindsey Roberts.

C. Pellumbi thanked staff for the Budget Book. She bids good luck to everyone starting school next week. She is also very excited for the session this weekend.

C. Graves explained that the crossing on Armour at Clay is very dangerous and recently almost hit somebody in the crosswalk. He request that City staff prioritize amending this danger and look into how it can be made safer.

C. Saper stated that he is very proud of the way the NKC Council is handling the Covid-19 / mask mandate.

C. Tull reminded everyone that, if you haven't already, tomorrow is a great day to get the vaccine. She also explained that she attended the recent Road District meeting and learned a lot. She will continue to

attend their meetings and looks forward to working with them on the resurfacing of Armour Road.

C. Smith stated that the Howell St construction seems to be going well and thinks that it is helping with speeds and safety along the road.

Mayor DeLong stated that he is excited for the budget, as well for the presence of Briarcliff Elementary in NKC this year. He also thanked Cub Scout Pack 9 for leading the Pledge of Allegiance this evening.

Mayor's Comments

C. Clevenger moved to adjourn at 8:30 PM, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes. Motion carried, 8-0.

Adjournment

Council Adjourned

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Mayor

Attest:

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City Clerk

Approved this 7<sup>th</sup> Day of September 2021

**Minutes of the North Kansas City, Missouri  
Special Meeting of August 20-21, 2021**

The City Council met in a Special Meeting on Friday, August 20, and Saturday, August 21, 2021, at 8:00 a.m. in the Parks & Recreation Center, 1201 Clark Ferguson Drive, North Kansas City, Missouri.

The following were present:

Mayor: Bryant DeLong  
Councilmembers: Wesley Graves  
Anthony Saper  
Jesse Smith  
Lisa Tull  
Zachary Clevenger  
Adam Roberts  
Amie Clarke  
Ana Pellumbi

Staff Present: Kim Nakahodo, Interim City Administrator  
Sara Copeland, Community Development Director  
Anthony Sands, Public Works Director  
Victoria Ressler, Parks & Recreation Director  
Kevin Freeman, Police Chief  
Casey Campbell, Human Resources Manager  
Nick Hawkins, Finance Manager  
Tom Barzee, City Counselor  
Stephen Roberts, IT Manager  
Dave Hargis, Fire Chief  
Crystal Doss, City Clerk  
Victoria Ressler, Parks and Recreation Director

Mayor DeLong called the meeting to order at 8:00 a.m.

The City Council and the City's Management Team met for a 2-day strategic planning session led by Patty Gentrup of the School of Public Affairs and Administration, Public Management Center, of the University of Kansas. Discussion ensued.

Discussion of  
Playground at River  
Forest Park

Mayor DeLong adjourned the meeting at 4:45 p.m. on Saturday, August 21, 2021.

Adjournment

Council Adjourned

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Mayor Bryant DeLong

Attest:

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City Clerk Crystal Doss

Approved this 7<sup>th</sup> day of September 2021

**Minutes of the North Kansas City, Missouri Special City Council Meeting of August 24, 2021**

The City Council met in regular session on Tuesday, August 24, 2021, at the City Council Chambers located at 2010 Howell Street, North Kansas City, MO 64116.

The following were present:

Mayor: Bryant DeLong  
Councilmembers: Wesley Graves  
Anthony Saper  
Jesse Smith  
Lisa Tull  
Zachary Clevenger  
Adam Roberts  
Amie Clarke  
Ana Pellumbi -- Absent

Staff Present: Kim Nakahodo, Interim City Administrator  
Anthony Sands, Public Works Director

Mayor DeLong called the meeting to order at 6:00 p.m.

Consideration of a Resolution Amending a Transfer From the Gaming Fund Budget to the Transportation Fund for Fiscal Year 2020-2021 in the Amount of \$140,000 for Repair to the Storm Drainage System at Roughly the 1000 Block of Armour (Resolution No. 21-063). Interim City Administrator Kim Nakahodo asked Public Works Director Anthony Sands to present this item to Council. Mr. Sands stated that A portion of the stormwater drainage system inside the City right-of-way along Armour Road has collapsed and is not conveying drainage flow. From our investigation, this pipe has been in the process of collapsing for years but has only recently shown external visual signs of the collapse by way of a deepening depression on Armour Road. It is important to note that this collapse is not related to the construction of Gallery Lofts, there is evidence of this depression forming on Armour Road through historic Google Street maps. This section of the pipeline is located roughly between the frontage of the YMCA to the corner of Linn & Armour. The pipe is responsible for conveying drainage from inlets located along the curb of Armour and should be repaired as quickly as possible. City staff has received an estimated price of \$140,000 from the City's on-call contractor to complete this repair project and is

Resolution No. 21-063  
– Armour Road Storm  
Drain Collapse

requesting a budget amendment to the curb, drainage, and sidewalk repair fund to complete the work. C. Roberts moved to approve Resolution No. 21-063, seconded by C. Smith. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, absent – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes. Motion carried, 7-0.

Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the Interim City Administrator, to be Held on this Date, on a Personnel Matter Pursuant to Missouri Revised Statutes §610.021(3). C. Clevenger moved to go into Executive Session at 6:10 p.m., seconded by C. Graves. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, absent – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes. Motion carried, 7-0.

Executive Session

C. Clarke moved to go back into Regular Session and adjourn at 7:41 p.m., seconded by C. Roberts. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, absent – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes. Motion carried, 7-0.

Adjournment

Council Adjourned

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Mayor

Attest:

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City Clerk

Approved this 7<sup>th</sup> Day of September 2021



**Minutes of the City Council and Park Board of  
North Kansas City, Missouri, Special Meeting of August 28, 2021**

The City Council and Parks and Recreation Board met in a Special Meeting on Saturday, August 28, 2021, at 10 a.m. in the Parks & Recreation Center, 1201 Clark Ferguson Drive, North Kansas City, Missouri.

The following were present:

Mayor: Bryant DeLong  
Councilmembers: Wesley Graves  
Anthony Saper  
Jesse Smith  
Zachary Clevenger  
Adam Roberts  
Amie Clarke  
Ana Pellumbi

Parks Board Members: Roberta Larsen  
Ken Karnes  
Liz Ryan  
Valerie Swearingen  
JoAnn Wile  
Adam DeGonia

Staff Present: Kim Nakahodo, Interim City Administrator  
Sara Copeland, Community Development Director  
Anthony Sands, Public Works Director  
Victoria Ressler, Parks & Recreation Director  
Cheryl Martin - Recreation Manager  
John Alas - Park Foreman

Mayor DeLong called the meeting to order at 10 a.m.

The City Council and the Parks & Recreation Board discussed partnering to develop and maintain a playground at the City-owned River Forest Park. The consensus was to proceed with engaging a consultant to explore the feasibility, engage the public, and provide construction and maintenance estimates for a new playground in River Forest Park. The group directed staff to develop and issue an RFQ for these services.

Discussion of  
Playground at River  
Forest Park

Mayor DeLong declared the meeting adjourned at 11:05 a.m.

Adjournment

Council Adjourned

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Mayor Bryant DeLong

Attest:

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City Clerk Crystal Doss

Approved this 7<sup>th</sup> day of September 2021

**Minutes of the North Kansas City, Missouri, Special Council Meeting of August 31, 2021**

The City Council met in a Special Council Meeting on Tuesday, August 31, 2021, at 6:00 p.m. in the City Council Chambers at City Hall, 2010 Howell Street, North Kansas City, Missouri.

The following were present:

Mayor: Bryant DeLong  
Councilmembers: Wesley Graves  
Anthony Saper  
Jesse Smith  
Lisa Tull  
Zachary Clevenger  
Adam Roberts  
Amie Clarke  
Ana Pellumbi

Staff Present: Kim Nakahodo, Interim City Administrator  
Nick Hawkins, Finance Manager  
Casey Campbell, Human Resources Manager  
Stephen Roberts, IT Manager  
Sara Copeland, Community Development Director  
Anthony Saper, Public Works Director  
Kevin Freeman, Police Chief  
Dave Hargis, Fire Chief  
Lori Mangan, Library Director  
Victoria Ressler, Parks and Recreation Director  
Crystal Doss, City Clerk

Mayor DeLong called the meeting to order at 6:00 p.m.

Budget Work Session Regarding Operation Expenditures. City Staff presented to the City Council the operating expenditures for their respective departments. Discussion ensued.

Budget Workshop –  
Operating Expenditures

Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the Interim City Administrator, to be Held on this Date, on a Personnel Matter Pursuant to Missouri Revised Statutes §610.021(3). C. Clevenger moved to go into Executive Session at 8:10 p.m., seconded by C. Smith. The roll was called, and the vote was as

Executive Session

follows: C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes. Motion carried, 8-0.

Consideration of a Request to Hold and Recess Into an Executive Session, as Requested by the Interim City Administrator, to be Held on this Date, on a Litigation Matter Pursuant to Missouri Revised Statutes §610.021(1). C. Clevenger moved to go into Executive Session at 8:10 p.m., seconded by C. Smith. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes. Motion carried, 8-0.

Executive Session

C. Clarke moved to go back into Regular Session and adjourn at 9:21 p.m., seconded by C. Pellumbi. The roll was called, and the vote was as follows: C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Pellumbi, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes. Motion carried, 8-0.

Adjournment

Council Adjourned

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Mayor Bryant DeLong

Attest:

---

City Clerk Crystal Doss

Approved this 7<sup>th</sup> day of September 2021

CITY OF NORTH KANSAS CITY  
APPLICATION FOR SHORT TERM CONDITIONAL USE

APPLICATION NO: \_\_\_\_\_

DATE: August 24, 2021

APPLICANT'S NAME: Northland Festivals, Inc. , Snake Saturday Parade & Family Fun Festival

ADDRESS: 405 E. 19th, North Kansas City, Missouri 64116

DETAILED DESCRIPTION OF REQUEST: Spooky Snake Saturday Parade

LOCATION: Various streets of North Kansas City

DATE: October 23, 2021

HOURS OF OPERATION: 10:00 a.m. – 5:00 p.m. INSURANCE: as described in contract – West Bend

ESTIMATED OF TRAFFIC OVER NORMAL FLOW: 40,000

ESTIMATE OF PARKING NEEDS: Listed on proposal letter

ESTIMATED ACCUMULATION OF CUSTOMERS: 40,000

ANY NEED FOR SPECIAL PROTECTION?  IF YES, EXPLAIN: Traffic/Crowd Control

ANY CHARACTERISTICS THAT MIGHT AFFECT THE PUBLIC SAFETY, CONVENIENCE OR WELFARE?

YES \_\_\_\_\_ NO  IF YES, EXPLAIN \_\_\_\_\_

IS AREA ACCESSIBLE BY FIRE AND POLICE SERVICES? Yes

A DRAWING MUST BE SUBMITTED SHOWING LOCATION OF EVENT, TYPE OF ANY EQUIPMENT, FIXTURES OR OTHER APPURTENANCES THAT WILL BE INVOLVED. CARE SHALL BE EXERCISED IN MAINTAINING SAFE AND CONVENIENT CIRCULATION FOR BOTH VEHICULAR AND PEDISTRIAN TRAFFIC.

APPLICANT IS TO BE RESPONSIBLE FOR THE REMOVAL OF ALL MATERIAL, EQUIPMENT AND DEBRIS WITHIN TWENTY-FOUR (24) HOUS OF EXPIRATION OF THE PERMIT FOR SHORT TERM CONDITIONAL USE.

APPLICANT'S SIGNATURE:  \_\_\_\_\_

APPLICATION ACCEPTED BY \_\_\_\_\_ DATE: \_\_\_\_\_

ACTION BY CITY COUNCIL \_\_\_\_\_ DATE: \_\_\_\_\_



August 24, 2021

The Honorable Bryan Delong  
Mayor of NKC & Members of the City Council  
City of North Kansas City  
2010 Howell  
North Kansas City, MO 64116

Dear Mayor Delong & Council Members:

Northland Festivals is preparing for the Spooky Snake Saturday Parade & Festival on October 23, 2021. We have been in communication with the Police, Fire, and Public Works departments in planning this a stationary parade along Swift, a car show between Swift and Howell on 18<sup>th</sup>, a festival in the parking lot bordered by Howell, 18<sup>th</sup>, and Fayette, and with the assistance of the NKC Parks and Recreation a Ghoul and Goblin event at Macken Park.

The format of the parade and its related events is deliberately different than a March event as we are utilizing more of fall theme. The parade itself by being Stationary along Swift will make staging easier, will allow candy distribution to be like a huge Trunk or Treat, and will allow judging of charity floats to occur before the main event times. The Ghoul and Goblin event will be held at Macken Park the morning of October 23. The festival area will remain somewhat normal as a regular Snake Saturday but with more of a fall theme with pumpkin decorating. The Carnival will be larger and include a Ferris Wheel as they will have a full staff in the fall compared to partial staff in the spring.

1. Staging: 11:00 a.m. – Swift Avenue from 10th Ave to Armour Road except for the construction area at 18th. Armour Road will not be utilized. This plan has been coordinated with the North Kansas City Police, Fire, and Public Works Departments.
2. Parade event starts at 2:00 p.m. and will not move. Parade entries will set up as floats along the East and West side of Swift and hand out candy to the visiting audience. Note: The area at 18<sup>th</sup> and Swift near construction will not be utilized. Dispersal route will be to exit via the nearest cross street as soon as possible after 4 p.m. Entry to Swift will be any of these cross streets. Parade entrants will check in at 10<sup>th</sup> and Swift.
3. Judging will be via Golf Carts at 1:00. A golf cart will be provided for the mayor so he can make the Mayor's Choice Award. There will not be a reviewing stand .
4. No alcoholic beverages will be served or sold by any vendors at this event.
5. Parking lot permission and requests have been sent and approval received from local businesses.
6. We will not need the use of the City Hall conference room for judging tabulation. This will take place in the North Kansas City Business Council Office.

Special needs:

1. Street closings: Fayette from 18<sup>th</sup> to west entrance of Safe Haven Security parking lot for food vendors, parade staging and carnival. No on-street parking from the west.

2. No curb parking after 7:00 a.m. from 10th to Armour, along Swift. No parking along 18<sup>th</sup> Street from Howell to Swift.
3. City to provide portable toilet and trash containers along parade route and in festival area. A portable toilet is needed in the festival area October 18-24 for carnival setup crews.
4. Cones and tape dropped on Thursday evening in west parking lot of festival area to mark off spots for food vendor arrival on Friday afternoon.
5. City to provide a stage and generator for the Charity Cookoff on Friday at the large tent. Stage and generator will be utilized on day of event for children's theatre and awards. Public works will be coordinated to its exact placement.
6. City to empty trash containers in festival area frequently.

Thank you in advance for your time and considerations. We appreciate the supportive efforts of the city of North Kansas City, the mayor and council members, and we look forward to a successful Spooky Snake Saturday Parade and Festival in 2021. We will be available to answer inquires whenever the City Council meets to approve this proposal. The theme for this event is simply Spooky Snake Saturday. For more information about the 2021 Snake Saturday Parade & Festival visit: [www.snakesaturday.com](http://www.snakesaturday.com).

Sincerely,



J. D. Green  
816-668-8609  
Jdg48@aol.com

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## MEMORANDUM



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**TO:** Kim Nakahodo, Interim City Administrator

**FROM:** Megan Summers, Permit Technician

**DATE:** September 2, 2021

**RE:** Pint Path Fun Ride Check-in

RiverNorth KC is requesting a Short-Term Conditional Use Permit to close off the sidewalk and parking areas in front of the Little Store at 2107 Knox from 10:00am – 2:00pm on September 25, 2021 for check-in for the Pint Path Fun Ride event. Up to 50 participants are expected to check-in and the closing of the sidewalk and parking areas immediately in front of the listed address will allow for social distancing and ample space for bicycles during the check-in process. Applicant will be responsible for closing and re-opening this area, and no services will be required from the City.



**RECEIVED**

By Megan Summers at 8:51 am, Sep 02, 2021

PERMIT NO: SPEC-003188-2021

APPLICATION FOR SPECIAL EVENT PERMIT

APPLICANT NAME: JOE GAUER/RIVERNORTH KC

MAILING ADDRESS: 312 ARMOUR ROAD, NKC 64116

PHONE: 816-585-4046 EMAIL: PINTPATH@PINTPATHNKC.COM

----- EVENT INFORMATION -----

NAME OF EVENT [I.E. JONES WEDDING]: PINT PATH FUN RIDE

EVENT DATE: 09/25/2021 EVENT HOURS: 10AM-2PM

EVENT LOCATION (Address): 2107 KNOX STREET

PROPERTY OWNER: THE LITTLE STORE & CAFE PHONE: 816-877-2682

NAME & PHONE NUMBER OF TWO PEOPLE WHO WILL BE ONSITE MANAGING EVENT:

PERSON 1: ANNETTE TALBOT 816-719-9575

PERSON 2: JOHN TALBOT 816-719-9575

DETAILED DESCRIPTION OF EVENT:

THIS WILL BE THE CHECK IN LOCATION FOR PINT PATH'S BICYCLE FUN RIDE.

WE EXPECT 25-50 PEOPLE HOWEVER THEY WILL HAVE BICYCLES SO IT WILL TAKE UP SOME SPACE.

NUMBER OF EXPECTED ATTENDEES: 25-50 IS THIS A HIGHER OCCUPANCY LOAD THAN PERMITTED BY YOUR CERTIFICATE OF OCCUPANCY:  YES  NO  N/A

IF YES, ESTIMATE ATTENDEES OVER NORMAL LIMIT: \_\_\_\_\_

IS THIS EVENT  PUBLIC  PRIVATE [INVITATION ONLY]

WILL EVENT BE HELD WITHIN 100 FEET OF A CHURCH OR SCHOOL:  YES  NO

WILL FOOD BE SERVED:  YES  NO [IF YES, CONTACT CLAY COUNTY HEALTH AT 816-595-4350]

WILL YOUR SPECIAL EVENT INCLUDE:  DJ/BAND/MUSIC  STAGE  TENT  OPEN FLAMES

STREET CLOSING  ALCOHOL  HEATERS  SECURITY  PYROTECHNICS  FOOD

IS EVENT:  INDOORS  OUTDOORS  OTHER \_\_\_\_\_

WILL THERE BE SECURITY:  ARMED  UNARMED HOW MANY: \_\_\_\_\_

ARE YOU REQUESTING SPECIAL SERVICES FROM THE CITY OF NKC?  YES  NO

IF YES, EXPLAIN: POSSIBLE STREET CLOSURE BUT MAYBE JUST SIDEWALK/PARKING

IF REQUESTING A STREET CLOSURE, HAVE YOU NOTIFIED THE PROPERTY OWNERS EFFECTED BY THE CLOSURE?  YES  NO

----- FOR OUTDOOR EVENTS -----

WILL THERE BE A TENT?  YES  NO IF YES, HOW MANY SQUARE FEET? \_\_\_\_\_

LIST TYPE OF BARRICADE TO BE USED TO ENCLOSE THE EVENT:

PLASTIC SNOW FENCE  WOOD BARRICADES  STEEL BIKE RACKS  CHAIN LINK

OTHER \_\_\_\_\_

HOW MANY PORTA-POTTIES WILL BE ONSITE FOR EVENT: \_\_\_\_\_

----- FOR EVENTS REQUESTING ALCOHOL -----

WHO IS THE LIQUOR LICENSE HOLDER: \_\_\_\_\_

WHAT BUSINESS ARE THEY WITH: \_\_\_\_\_

[SEE ATTACHED REQUIREMENTS AND POLICIES GOVERNING TEMPORARY CATERER'S PERMITS.]

-----  
APPLICANTS PRINTED NAME: JOE GAUER

APPLICANTS SIGNATURE:  DATE: 08/30/21

----- CITY APPROVALS -----

- DIAGRAM OF PREMISE**
- PROPERTY OWNER APPROVAL**
- COPY OF STATE OF MISSOURI TCP**

APPLICATION RECEIVED BY M. Summers DATE: 9/2/21

FIRE MARSHALL APPROVAL D. Williams DATE: 9/2/21

POLICE DEPARTMENT APPROVAL J. Bagley DATE: 9/2/21

DIRECTOR OF LIQUOR CONTROL APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

ACTION BY CITY COUNCIL \_\_\_\_\_ DATE: \_\_\_\_\_



----- **OTHER REQUIREMENTS** -----

**DIAGRAM OF THE PREMISES:** SUBMIT A DRAWING SHOWING LOCATION OF EVENT, FIXTURES, AND OTHER EQUIPMENT THAT WILL BE INVOLVED (STAGE, DJ, HEATERS, BARRIERS, ETC.), ALONG WITH WHERE ALCOHOL WILL BE SOLD AND CONSUMED IF APPLICABLE. MARK POINTS OF ENTRY/EXIT. IF THERE WILL BE ANY OUTDOOR SEATING AND PORTA-POTTIES, SHOW WHERE IT WILL BE LOCATED AND INCLUDE A MEASUREMENT OF THE ENTIRE OUTSIDE PERIMETER OF THE EVENT.

**PROPERTY OWNER'S APPROVAL:** THERE MUST BE A LETTER FROM THE PROPERTY OWNER STATING APPROVAL WHICH MUST INCLUDE WHERE THE EVENT IS TO BE HELD AND THE START/END TIMES FOR THE EVENT.

**SPECIAL EVENT APPLICATION DEADLINE:** THIS APPLICATION SHOULD BE MADE A MINIMUM OF 21 DAYS IN ADVANCE OF YOUR EVENT TO SECURE APPROVAL BY CITY COUNCIL.

**LIQUOR LICENSES:** APPLICANT MUST APPLY FOR AND RECEIVE A TEMPORARY CATERING LIQUOR LICENSE FROM THE STATE OF MISSOURI PRIOR TO THE TEMPORARY CATERERS PERMIT ISSUED BY THE CITY OF NORTH KANSAS CITY. THE TEMPORARY CATERERS PERMIT MUST BE FINALIZED FOR PROCESSING BY THE CITY AT LEAST THREE (3) BUSINESS DAYS PRIOR TO EVENT.

**APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF ALL MATERIAL, EQUIPMENT, AND DEBRIS WITHIN TWENTY-FOUR (24) HOURS OF EXPIRATION OF THIS PERMIT.**

----- **POLICIES GOVERNING SPECIAL EVENTS AND TEMPORARY CATERER PERMITS** -----

**4.16.020 ALL RETAIL LICENSES:** THE DIRECTOR OF LIQUOR CONTROL MAY ISSUE A TEMPORARY PERMIT TO CATERERS AND OTHER PERSONS HOLDING LICENSES TO SELL INTOXICATING LIQUOR BY THE DRINK AT RETAIL FOR CONSUMPTION ON THE PREMISES WHO FURNISH PROVISIONS AND SERVICE FOR USE AT A PARTICULAR FUNCTION, OCCASSION, OR EVENT AT A PARTICULAR LOCATION OTHER THAN THE LICESNED PREMISES. THE TEMPORARY PERMIT SHALL BE EFFECTIVE FOR A PERIOD NOT TO EXCEED ONE HUNDRED SIXTY-EIGHT (168) HOURS (SEVEN DAYS) AND SHALL AUTHORIZE THE SERVICE OF ALCOHOLIC BEVERAGES AT SUCH FUNCTION, OCCASION, OR EVENT DURING THE HOURS AT WHICH ALCOHOLIC BEVERAGES MAY LAWFULLY BE SOLD OR SERVED UPON PREMISES LICENSED TO SELL ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION. FOR EVERY PERMIT ISSUED PURSUANT TO THE PROVISIONS OF THIS SECTION, THE PERMITTEE SHALL PAY TO THE CITY THE SUM OF TEN DOLLARS (\$10) FOR EACH CALENDAR DAY, OR FRACTION THEREOF, FOR WHICH THE PERMIT IS ISSUED.

**EMPLOYEE LIQUOR PERMITS:** ANYONE WHO WILL BE ACTING IN THE CAPACITY OF A BAR MANAGER, BARTENDER, WAITER, WAITRESS, CASHIER, SALES CLERK, STOCK PERSON, DOORMAN, OR OTHER PERSON RESPONSIBLE FOR CHECKING IDENTIFICATION CARDS TO DETERMINE AGE MUST HAVE ON PREMISE THEIR NORTH KANSAS CITY LIQUOR PERMIT.

**STREET CLOSURE:** IF A PUBLIC STREET WILL BE BLOCKED OFF FOR THE EVENT, A TRAFFIC CONTROL PLAN MUST BE INCLUDED WITH DIAGRAM FOR APPROVAL.

**OCCUPANCY LOAD CERTIFICATE:** A COPY OF THE OCCUPANT LOAD CERTICIATE WHICH STATES THE INTERIOR OCCUPANT CAPACITY OF THE PREMISE MAY BE NEEDED.

**HEALTH PERMIT:** A COPY OF THE HEALTH PERMIT SHALL BE DISPLAYED FOR SPECIAL EVENTS SERVING FOOD.

**12.32.075 DISORDERLY CONDUCT:**

A. GENERALLY. NO PERSON SHALL ENGAGE IN DISORDERLY CONDUCT OR ANY CONDUCT TENDING TOWARD A BREACH OF THE PEACE OR ENGAGE IN ANY VIOLENT, TUMULTUOUS, OFFENSIVE AND DISORDERLY CONDUCT BY THREATENING, QUARRELLING, CHALLENGING TO FIGHT OR FIGHTING, OR BY USING OBSCENE, OFFENSIVE, PROFANE OR UNSEEMLY LANGUAGE TO THE ANNOYANCE, DISTURBANCE OR VEXATION OF ANOTHER.

B. WHEN NOISES CONSTITUTE DISORDERLY CONDUCT. THE CAUSING OR MAKING OF ANY UNNECESSARY LOUD NOISE BY THE USE OF AMPLIFIED SPEAKERS OR SOUND SYSTEMS SHALL BE CONSIDERED DISORDERLY CONDUCT (EXCEPTED HEREFROM IS THE USE OF CITY SOUND EQUIPMENT UTILIZED AT THE ATHLETIC FIELDS AND CITY-SPONSORED SPECIAL EVENTS).





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## MEMORANDUM



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**TO:** Kim Nakahodo, Interim City Administrator

**FROM:** Megan Summers, Permit Technician

**DATE:** September 2, 2021

**RE:** Pint Path Check-in

RiverNorth KC is requesting a Short-Term Conditional Use Permit to close off the sidewalk and parking areas in front of 2108 Swift to 2118 Swift from 11:00am – 2:00pm on September 25, 2021 for check-in for the Fall 2021 Pint Path event. Up to 400 participants are expected to check-in and the closing of the sidewalk and parking areas immediately in front of the listed addresses will allow for social distancing during the check-in process. Applicant will be responsible for closing and re-opening these areas, and no services will be required from the City.



PERMIT NO: \_\_\_\_\_

**RECEIVED**

By Megan Summers at 8:51 am, Sep 02, 2021

APPLICATION FOR SPECIAL EVENT PERMIT

APPLICANT NAME: JOE GAUER/RIVERNORTH KC  
MAILING ADDRESS: 312 ARMOUR ROAD, NKC 64116  
PHONE: 816-585-4046 EMAIL: PINTPATH@PINTPATHNKC.COM

----- EVENT INFORMATION -----

NAME OF EVENT [I.E. JONES WEDDING]: PINT PATH CHECK IN  
EVENT DATE: 09/25/2021 EVENT HOURS: 11AM-5PM  
EVENT LOCATION (Address): 2116 SWIFT AVENUE  
PROPERTY OWNER: SPEAKEASY TATTOO PHONE: 816-730-7446

NAME & PHONE NUMBER OF TWO PEOPLE WHO WILL BE ONSITE MANAGING EVENT:

PERSON 1: SARAH SHECKELLS 816-885-2361  
PERSON 2: SIMON SHECKELLS 816-885-2361

DETAILED DESCRIPTION OF EVENT:

THIS WILL BE THE CHECK IN FOR PINT PATH. WE WOULD REQUEST STREET CLOSURE OR SIDEWALK/PARKING SPACE CLOSURE FROM 11AM UNTIL 2PM.

NUMBER OF EXPECTED ATTENDEES: 300-400 IS THIS A HIGHER OCCUPANCY LOAD THAN PERMITTED BY YOUR CERTIFICATE OF OCCUPANCY:  YES  NO  N/A

IF YES, ESTIMATE ATTENDEES OVER NORMAL LIMIT: \_\_\_\_\_

IS THIS EVENT  PUBLIC  PRIVATE [INVITATION ONLY]

WILL EVENT BE HELD WITHIN 100 FEET OF A CHURCH OR SCHOOL:  YES  NO

WILL FOOD BE SERVED:  YES  NO [IF YES, CONTACT CLAY COUNTY HEALTH AT 816-595-4350]

WILL YOUR SPECIAL EVENT INCLUDE:  DJ/BAND/MUSIC  STAGE  TENT  OPEN FLAMES

STREET CLOSING  ALCOHOL  HEATERS  SECURITY  PYROTECHNICS  FOOD

IS EVENT:  INDOORS  OUTDOORS  OTHER \_\_\_\_\_

WILL THERE BE SECURITY:  ARMED  UNARMED HOW MANY: \_\_\_\_\_

ARE YOU REQUESTING SPECIAL SERVICES FROM THE CITY OF NKC?  YES  NO

IF YES, EXPLAIN: POSSIBLE STREET CLOSURE BUT MAYBE JUST SIDEWALK/PARKING

IF REQUESTING A STREET CLOSURE, HAVE YOU NOTIFIED THE PROPERTY OWNERS EFFECTED BY THE CLOSURE?  YES  NO

**----- FOR OUTDOOR EVENTS -----**

WILL THERE BE A TENT?  YES  NO IF YES, HOW MANY SQUARE FEET? \_\_\_\_\_

LIST TYPE OF BARRICADE TO BE USED TO ENCLOSE THE EVENT:

PLASTIC SNOW FENCE  WOOD BARRICADES  STEEL BIKE RACKS  CHAIN LINK

OTHER \_\_\_\_\_

HOW MANY PORTA-POTTIES WILL BE ONSITE FOR EVENT: \_\_\_\_\_

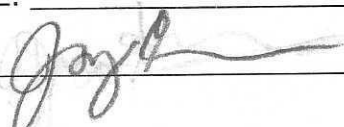
**----- FOR EVENTS REQUESTING ALCOHOL -----**

WHO IS THE LIQUOR LICENSE HOLDER: \_\_\_\_\_

WHAT BUSINESS ARE THEY WITH: \_\_\_\_\_

**[SEE ATTACHED REQUIREMENTS AND POLICIES GOVERNING TEMPORARY CATERER'S PERMITS.]**

-----  
APPLICANTS PRINTED NAME: JOE GAUER

APPLICANTS SIGNATURE:  DATE: 08/30/21

**----- CITY APPROVALS -----**

- DIAGRAM OF PREMISE**
- PROPERTY OWNER APPROVAL**
- COPY OF STATE OF MISSOURI TCP**

APPLICATION RECEIVED BY M. Summers DATE: 9/2/21

FIRE MARSHALL APPROVAL D. Williams DATE: 9/2/21

POLICE DEPARTMENT APPROVAL J. Bagley DATE: 9/2/21

DIRECTOR OF LIQUOR CONTROL APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

ACTION BY CITY COUNCIL \_\_\_\_\_ DATE: \_\_\_\_\_



----- **OTHER REQUIREMENTS** -----

**DIAGRAM OF THE PREMISES:** SUBMIT A DRAWING SHOWING LOCATION OF EVENT, FIXTURES, AND OTHER EQUIPMENT THAT WILL BE INVOLVED (STAGE, DJ, HEATERS, BARRIERS, ETC.), ALONG WITH WHERE ALCOHOL WILL BE SOLD AND CONSUMED IF APPLICABLE. MARK POINTS OF ENTRY/EXIT. IF THERE WILL BE ANY OUTDOOR SEATING AND PORTA-POTTIES, SHOW WHERE IT WILL BE LOCATED AND INCLUDE A MEASUREMENT OF THE ENTIRE OUTSIDE PERIMETER OF THE EVENT.

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**APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF ALL MATERIAL, EQUIPMENT, AND DEBRIS WITHIN TWENTY-FOUR (24) HOURS OF EXPIRATION OF THIS PERMIT.**

---- **POLICIES GOVERNING SPECIAL EVENTS AND TEMPORARY CATERER PERMITS** ----

**4.16.020 ALL RETAIL LICENSES:** THE DIRECTOR OF LIQUOR CONTROL MAY ISSUE A TEMPORARY PERMIT TO CATERERS AND OTHER PERSONS HOLDING LICENSES TO SELL INTOXICATING LIQUOR BY THE DRINK AT RETAIL FOR CONSUMPTION ON THE PREMISES WHO FURNISH PROVISIONS AND SERVICE FOR USE AT A PARTICULAR FUNCTION, OCCASSION, OR EVENT AT A PARTICULAR LOCATION OTHER THAN THE LICESNED PREMISES. THE TEMPORARY PERMIT SHALL BE EFFECTIVE FOR A PERIOD NOT TO EXCEED ONE HUNDRED SIXTY-EIGHT (168) HOURS (SEVEN DAYS) AND SHALL AUTHORIZE THE SERVICE OF ALCOHOLIC BEVERAGES AT SUCH FUNCTION, OCCASION, OR EVENT DURING THE HOURS AT WHICH ALCOHOLIC BEVERAGES MAY LAWFULLY BE SOLD OR SERVED UPON PREMISES LICENSED TO SELL ALCOHOLIC BEVERAGES FOR ON-PREMISES CONSUMPTION. FOR EVERY PERMIT ISSUED PURSUANT TO THE PROVISIONS OF THIS SECTION, THE PERMITTEE SHALL PAY TO THE CITY THE SUM OF TEN DOLLARS (\$10) FOR EACH CALENDAR DAY, OR FRACTION THEREOF, FOR WHICH THE PERMIT IS ISSUED.

**EMPLOYEE LIQUOR PERMITS:** ANYONE WHO WILL BE ACTING IN THE CAPACITY OF A BAR MANAGER, BARTENDER, WAITER, WAITRESS, CASHIER, SALES CLERK, STOCK PERSON, DOORMAN, OR OTHER PERSON RESPONSIBLE FOR CHECKING IDENTIFICATION CARDS TO DETERMINE AGE MUST HAVE ON PREMISE THEIR NORTH KANSAS CITY LIQUOR PERMIT.

**STREET CLOSURE:** IF A PUBLIC STREET WILL BE BLOCKED OFF FOR THE EVENT, A TRAFFIC CONTROL PLAN MUST BE INCLUDED WITH DIAGRAM FOR APPROVAL.

**OCCUPANCY LOAD CERTIFICATE:** A COPY OF THE OCCUPANT LOAD CERTIFICATE WHICH STATES THE INTERIOR OCCUPANT CAPACITY OF THE PREMISE MAY BE NEEDED.

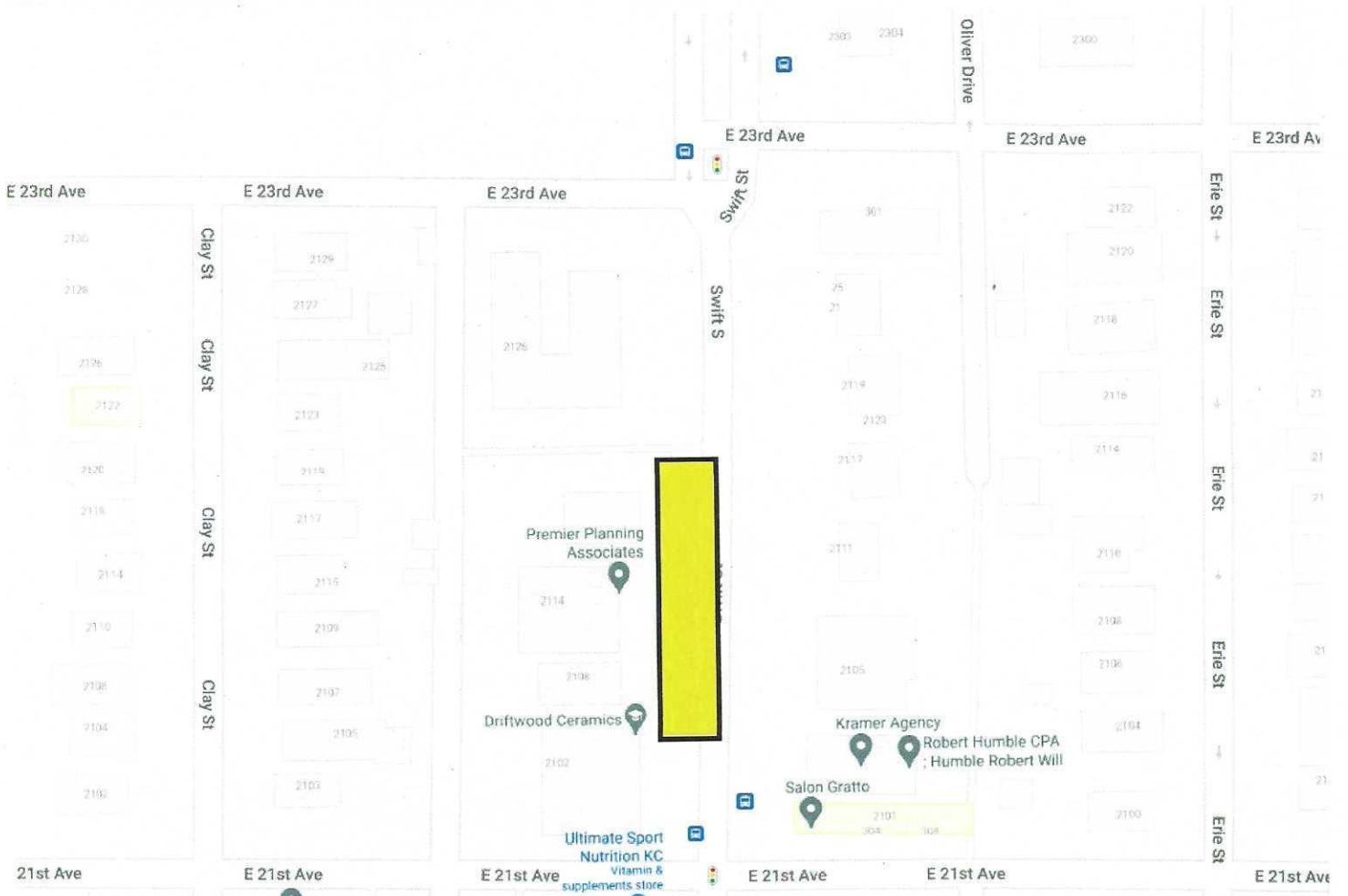
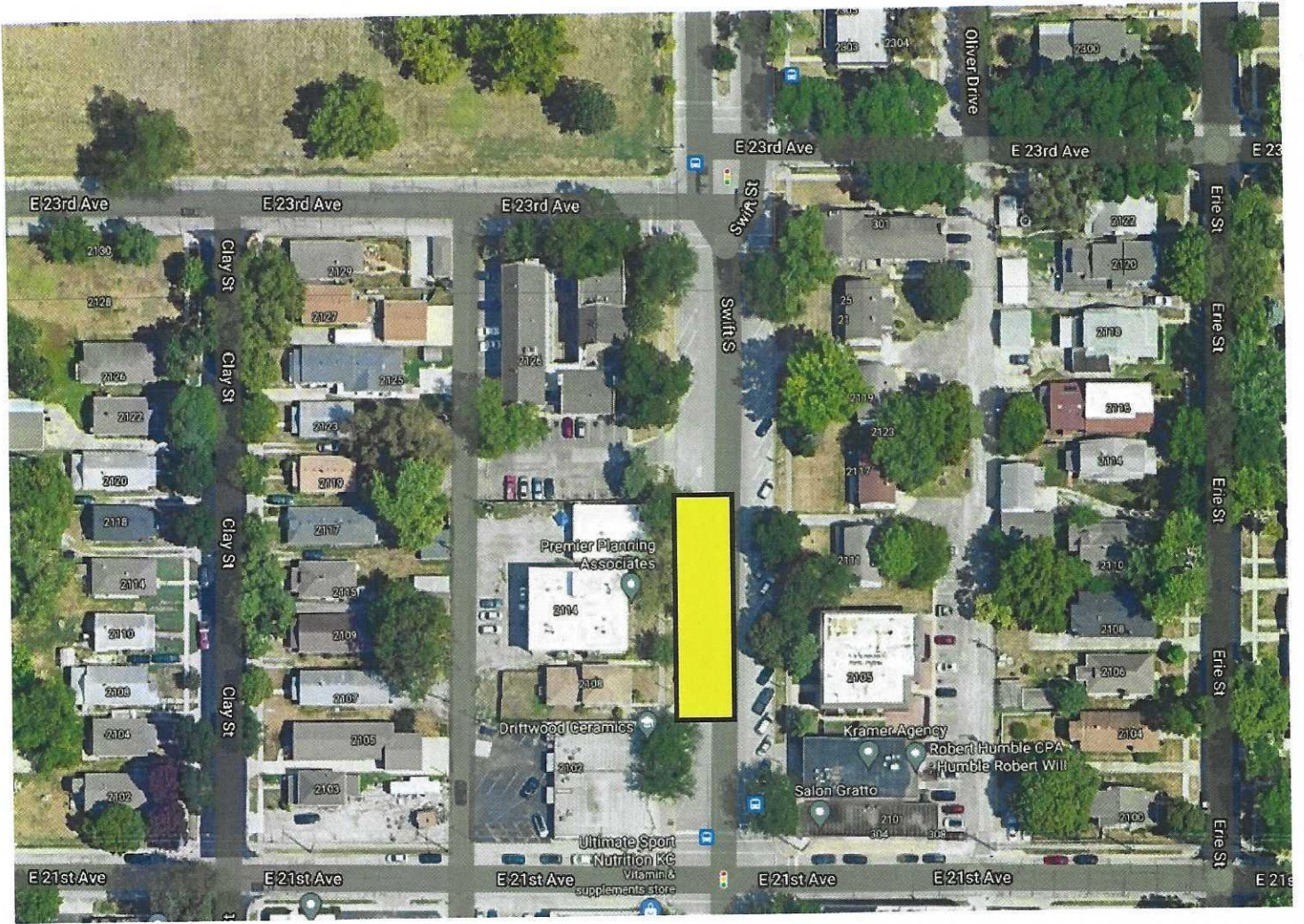
**HEALTH PERMIT:** A COPY OF THE HEALTH PERMIT SHALL BE DISPLAYED FOR SPECIAL EVENTS SERVING FOOD.

**12.32.075 DISORDERLY CONDUCT:**

A. GENERALLY. NO PERSON SHALL ENGAGE IN DISORDERLY CONDUCT OR ANY CONDUCT TENDING TOWARD A BREACH OF THE PEACE OR ENGAGE IN ANY VIOLENT, TUMULTUOUS, OFFENSIVE AND DISORDERLY CONDUCT BY THREATENING, QUARRELLING, CHALLENGING TO FIGHT OR FIGHTING, OR BY USING OBSCENE, OFFENSIVE, PROFANE OR UNSEEMLY LANGUAGE TO THE ANNOYANCE, DISTURBANCE OR VEXATION OF ANOTHER.

B. WHEN NOISES CONSTITUTE DISORDERLY CONDUCT, THE CAUSING OR MAKING OF ANY UNNECESSARY LOUD NOISE BY THE USE OF AMPLIFIED SPEAKERS OR SOUND SYSTEMS SHALL BE CONSIDERED DISORDERLY CONDUCT (EXCEPTED HEREFROM IS THE USE OF CITY SOUND EQUIPMENT UTILIZED AT THE ATHLETIC FIELDS AND CITY-SPONSORED SPECIAL EVENTS).





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## MEMORANDUM



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**TO:** Honorable Mayor DeLong & City Council Members

**FROM:** Anthony Sands, Director of Public Works

**DATE:** September 7th, 2021

**RE:** Auction of Surplus Equipment

Annually, multiple City departments within North Kansas City identify several items that no longer function for their intended use to include in the city-wide auction. These items have either been considered outdated, replaced by newer equipment, unfit for service, or are not current with newer safety regulations.

Staff recommends using Purple Wave for facilitating the auction. Purple Wave has many years of experience with municipal auctions been used by the North Kansa City in previous actions. They provide a complete inventory list including pictures and descriptions of each item. This service reduces the amount of staff time spent on the auction significantly. Purple Wave's auction is conducted entirely online and at no cost to the City.

An inventory list of items to be auctioned is attached for your consideration to be declared as surplus property and available to sell. Once the auction items are posted on-line, bidders can browse each item for more detailed information about each item.

**RESOLUTION NO. 21-068**

**RESOLUTION DECLARING CERTAIN EQUIPMENT OWNED BY THE CITY OF NORTH KANSAS CITY, MISSOURI TO BE SURPLUS PROPERTY AND AUTHORIZING THE SALE THEREOF THROUGH PURPLE WAVE, INC.**

**WHEREAS**, the City of North Kansas City, Missouri (the "City") is a third-class city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and

**WHEREAS**, the City presently owns certain equipment previously used by various departments of the City of North Kansas City, which the City declares to be surplus property and of no further use to the City; and

**WHEREAS**, the City does hereby authorize the sale of said Surplus Property by Purple Wave Inc.; and

**WHEREAS**, the Director of Public Works shall comply with all legal requirements including, but not limited to, the provisions of Mo. Rev. Stat. §320.091.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Kansas Cit, Missouri, as follows:

***Section 1.*** Declaration of Surplus Property and Authority to Transfer. The City Council hereby determines and declares that all items in the Attached Inventory List are found to be Surplus Property of the City and, therefore, available for sale.

***Section 2.*** Authorization of Agreement. The City Council hereby authorizes the City to transfer and set aside the items to the highest and best bidder as the City's Director of Public Works shall deem appropriate. All such Surplus Property shall be transferred to the highest and best bidder in its "as-is" condition without any warranties, guarantees or other representations being made by the City.

***Section 3.*** Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

***Section 4.*** Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or

phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 6. Effective Date.** This Resolution shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

**DONE** this 7th day of September 2021.

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Bryant DeLong, Mayor







Attest: \_\_\_\_\_  
Crystal Doss, City Clerk



Photo	Opportunity ID	Item ID	Jobcode	VIN	First Line Description	Notes
	21031	IU9245	<a href="#">211012govt</a>		baseball field scoreboard Baseball field scoreboard	
	21031	IU9248	<a href="#">211012govt</a>		henke snowplow Henke 10'W snow plow	
	21031	IU9249	<a href="#">211012govt</a>		multiquip mc-94p concrete mixer concrete mixer	
	21031	IU9247	<a href="#">211012govt</a>		ford f350 pickup truck	
	21031	IU9250	<a href="#">211012govt</a>		western snow plow Western 102"W snow plow	
	21031	IU9246	<a href="#">211012govt</a>	1FVACWCT97HX84991	Freightliner M2 106 ambulance	
	21031	IU9255	<a href="#">211012govt</a>		assorted shelving Shelving	
	21031	IU9254	<a href="#">211012govt</a>		salt dog stainless steel salt spreader Salt Dog spreader	
	21031	IU9257	<a href="#">211012govt</a>		assorted police car equipment Police vehicle equipment	
	21031	IU9251	<a href="#">211012govt</a>		Ingersoll Rand T30 Ingersoll Rand T30 air compressor	
	21031	IU9258	<a href="#">211012govt</a>	478TE270924103616	2002 honda 250ex atv	
	21031	IU9259	<a href="#">211012govt</a>	1FMCU0C79AKD33776	ford Escape SUV	
	21031	IU9260	<a href="#">211012govt</a>	1FM5K8AR3HGB54549	ford Explorer SUV	
	21031	IU9261	<a href="#">211012govt</a>	1FM5K8AR2GGB54427	ford Explorer SUV	

Photo	Opportunity ID	Item ID	Jobcode	VIN	First Line Description	Notes
	21031	IU9263	<a href="#">211012govt</a>	3FAHP0HA6CR246962	ford Taurus passenger vehicle	
	21031	IU9253	<a href="#">211012govt</a>		2 Park benches (2) 6'L park benches	
	21031	IU9262	<a href="#">211012govt</a>	3FAHP0HAXCR246964	ford Taurus passenger vehicle	
	21031	IU9252	<a href="#">211012govt</a>		flatbed sides and headache rack Truck attachments	
	21031	IU9267	<a href="#">211012govt</a>		assorted landscape stone (9) pallets of landscape stone	
	21031	IU9266	<a href="#">211012govt</a>		87" smartboard 87" smartboard	
	21031	IU9268	<a href="#">211012govt</a>		assorted furniture Furniture	
	21031	IU9264	<a href="#">211012govt</a>		appliances Appliances	
	21031	IU9265	<a href="#">211012govt</a>		tools Tools	
	21031	IU9279	<a href="#">211012govt</a>		decorations Decorations	
	21031	IU9269	<a href="#">211012govt</a>		John Deere 425 john deere 425 lawn tractor lawn tractor	
	21031	IU9273	<a href="#">211012govt</a>		billygoat leaf vac Billy Goat leaf vacuum	
	21031	IU9272	<a href="#">211012govt</a>		weatherguard utility bed shelving Tools	
	21031	IU9274	<a href="#">211012govt</a>		lawnmower parts Lawn mower parts	



Photo	Opportunity ID	Item ID	Jobcode	VIN	First Line Description	Notes
	<a href="#">21031</a>	<a href="#">IU9276</a>	<a href="#">211012govt</a>		parts Trailer parts	
	<a href="#">21031</a>	<a href="#">IU9275</a>	<a href="#">211012govt</a>		star trac pro treadmill Star Trac Pro treadmill	
	<a href="#">21031</a>	<a href="#">IU9271</a>	<a href="#">211012govt</a>		Exmark S-series Exmark s- series lawn mower lawn mower	
	<a href="#">21031</a>	<a href="#">IU9270</a>	<a href="#">211012govt</a>		Grasshopper 928D grasshopper 928d lawn mower lawn mower	
	<a href="#">21031</a>	<a href="#">IU9278</a>	<a href="#">211012govt</a>		tools Tools	
	<a href="#">21031</a>	<a href="#">IU9277</a>	<a href="#">211012govt</a>		Exmark exmark ztr mower ZTR lawn mower	

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# MEMORANDUM



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**TO:** Mayor and City Council

**FROM:** Kim Nakahodo, Interim City Administrator

**DATE:** September 7, 2021

**RE:** Contract for Services – North Kansas City Business Council

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Budget Authority: FY 2022 General Fund – Economic Development: \$30,000

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The City Council has stated a goal of growing economic activity by supporting North Kansas City businesses through a contract for services with the North Kansas City Business Council ("NKCBC").

Through this contract, the City of North Kansas City will provide NKCBC \$30,000 funding for services that benefit all North Kansas City businesses including:

- Quarterly printed newsletter layout, printing & mailing
- ChamberMaster software license fee
- Social media and website updates
- Christmas Tree program
- Videos and other special marketing initiatives

Staff recommends approval of the service contract for the period October 1, 2021 to September 30, 2022.

## RESOLUTION NO. 21-065

### RESOLUTION APPROVING AGREEMENT FOR CERTAIN SERVICES WITH THE NORTH KANSAS CITY BUSINESS COUNCIL

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**WHEREAS**, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

**WHEREAS**, the City seeks to strengthen and enhance its business community; and

**WHEREAS**, the North Kansas City Business Council, a Missouri nonprofit corporation (the “**Business Council**”), has the ability and desire to assist the City in strengthening the City’s business community and to undertake and complete the work and services for the City described in the Agreement; and

**WHEREAS**, the City has determined that the Business Council has the qualifications, experience and time to provide the necessary services for the City; and

**WHEREAS**, the City and the Business Council now desire to enter into the Contract Services Agreement for Certain Services and Work (the “**Agreement**”).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Kansas City, Missouri, as follows:

**Section 1.** **Authorization of Agreement.** The City Council hereby finds and determines that it is the best interests of the City and its citizens to approve the Agreement and, further, the City Council hereby authorizes the City to enter into the Contract Services Agreement for Certain Services and Work with the North Kansas City Business Council, which Agreement shall be in substantially the form of “**Exhibit 1**”, attached hereto and incorporated herein by reference. The City is hereby authorized to pay the costs associated with the Agreement, provided that such costs do not exceed the amount set forth in the Agreement.

**Section 2.** **Further Authority.** The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section 3.** **Severability.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 4.** Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 5.** Effective Date. This Resolution shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

**DONE** this 7<sup>th</sup> day of September, 2021.

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Bryant DeLong, *Mayor*

Attest:

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Crystal Doss, *City Clerk*

# **EXHIBIT “1”**

**CONTRACT SERVICES AGREEMENT FOR  
CERTAIN SERVICES AND WORK**

**THIS CONTRACT SERVICES AGREEMENT** (this “**Agreement**”) is made and entered into this \_\_\_\_ day of September, 2021, by and between the CITY OF NORTH KANSAS CITY, MISSOURI, a municipal corporation of the State of Missouri (the “**City**”) and NORTH KANSAS CITY BUSINESS COUNCIL, a Missouri nonprofit corporation, located at 405 E 19th Ave, in the City of North Kansas City, Missouri 64116 (the “**Contractor**”).

**RECITALS**

**WHEREAS**, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

**WHEREAS**, the North Kansas City Business Council (the “**Contractor**”) is a nonprofit corporation, in good standing, authorized to do and doing business in the State of Missouri and has authority to enter into this Agreement for the services and work hereinafter stated; and

**WHEREAS**, the City is desirous of entering into an agreement with the Contractor, whereby the Contractor will provide certain work and services on behalf of the City that will encourage, improve, foster and stimulate commerce, trade, business and business conditions, and tourism in and to the City, as well as enhance and improve the image of the City.

**NOW, THEREFORE**, the parties hereto agree as follows:

**1.0 SERVICES OF CONTRACTOR**

1.1 **Scope of Services.** In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as “**Exhibit A**”, and incorporated herein by reference, which services may be referred to herein as the “services” or “work” hereunder. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work and services at the Contractor’s expense in accordance with this Agreement.

1.2 **Compliance with Law.** All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 **Licenses, Permits, Fees and Assessments.** The Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, if any. The Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless the City against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against the City hereunder.

1.4 [Reserved].

1.5 **Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.6 **Discovery of Unknown Conditions.** Should the Contractor discover any latent or unknown conditions which will materially affect the performance of the services hereunder, the Contractor shall immediately inform the City in writing of such fact and shall not proceed except at the Contractor's risk until written instructions are received from the City.

## 2.0 COMPENSATION

2.1 **Contract Sum.** For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as "**Exhibit C**" and incorporated herein by this reference, but not exceeding the maximum contract amount of Thirty Thousand Dollars (\$30,000.00) ("**Contract Sum**"). The City shall pay the Contractor the Contract Sum in one lump sum payment, which payment shall be made within thirty (30) days from the commencement of the Term of this Agreement as described in Exhibit C. The Contract Sum shall include the attendance of a representative of the Contractor at all meetings reasonably deemed necessary by the City. The Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 **Method of Payment.** Provided that the Contractor is not in default under the terms of this Agreement, the Contractor shall be paid as outlined in Exhibit "C"—Schedule of Compensation.

## 3.0 COORDINATION OF WORK

3.1 **Representative of Contractor.** The Contractor's Board of Directors is hereby designated as being the representative of the Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith. The Contractor's Board of Directors shall have the right to designate another representative of the Contractor by providing written notice to the City. Unless otherwise specified herein, any amendment to this Agreement must be in writing and approved on behalf of the Contractor by action of its Board of Directors.

3.2 **Contract Officer.** Interim City Administrator Kim Nakahodo is hereby designated as being the representative of the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("**Contract Officer**"). The City Administrator of the City shall have the right to designate another Contract Officer by providing written notice to the Contractor. Unless otherwise specified herein, any amendment to this Agreement must be in writing and approved on behalf of the City by action of its City Council.

3.3 [Reserved].

3.4 **Independent Contractor.** Neither the City nor any of its officials or employees shall have any control over the manner, mode or means by which the Contractor, its agents or employees, perform the services required herein, except as otherwise set forth. The Contractor shall perform all services required herein as an independent contractor of the City and shall remain under only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it, or any of its agents or employees, are agents or employees of the City.

#### 4.0 INSURANCE AND INDEMNIFICATION

4.1 **Insurance.** The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to the City, during the entire term of this Agreement, including any extension thereof, the following policies of insurance:

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance written on a per occurrence basis with minimum limits of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

(b) **Worker's Compensation Insurance.** As may be required by law, a policy of worker's compensation insurance in an amount which fully complies with the statutory requirements of the State of Missouri and which includes employer's liability.

(c) **Comprehensive Automobile Liability Insurance.** A policy of business automobile liability insurance written on a per occurrence basis with a combined limit liability in the amount of \$1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, officials and employees as additional insureds, except that the City shall not be named as an additional insured for the Worker's Compensation Insurance. Except for the Worker's Compensation Insurance, the insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, officials, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the City.

All certificates shall name the City as additional insured (providing the appropriate endorsement), be signed by an authorized agent of the insurer, and shall contain the following "cancellation" notice:

"CANCELLATION: Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company shall mail an advance 30-day written notice to the Certificate holder named herein."



The Contractor agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible.

4.2 **Indemnification.** The parties mutually agree to the following:

(a) In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid by the City under this Agreement.

(b) The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Contractor arising out of or in any way connected with this Agreement.

(c) The Consultant shall indemnify and hold the City harmless from all wages or overtime compensation due its employees in rendering services pursuant to this Agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

4.3 [Reserved].

4.4 **Sufficiency of Insurer.** Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in Missouri, rated "A-" or better in the most recent edition of Best's Key Rating Guide or in the Federal Register, unless such requirements are waived by the City Council or designee of the City Council due to unique circumstances.

## 5.0 **REPORTS, RECORDS AND OWNERSHIP OF DELIVERABLES**

5.1 **Reports.** The Contractor shall periodically prepare and submit to the City such reports concerning the performance of the services required by this Agreement as the Contract Officer, or his designee, shall require. The Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, the Contractor agrees that if the Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, or, if the Contractor is providing design services, the cost of the project being designed, the Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if the Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

5.2 **Records.** The Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable

the Contract Officer to evaluate the performance of such services. The Contract Officer, or his designee, shall have full and free access to such books and records at all times during normal business hours of the City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

5.3 [Section Intentionally Omitted].

5.4 **Release of Documents.** The drawings, specifications, reports, records, documents and other materials prepared by the Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the City.

## 6.0 TERM

6.1 **Term.** Unless earlier terminated in accordance with Section 6.2 below, this Agreement shall be for a term of one year, commencing on October 1, 2021 and ending on September 30, 2022, at 11:59 p.m.

6.2 **Termination Prior to Expiration of Term.** The City may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the Contractor. Upon receipt of the notice of termination, the Contractor shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, the Contractor shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and the City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

## 7.0 FINANCIAL DISCLOSURE

7.1 **Financial Disclosure Required.** On or before December 31, 2021, the Contractor shall provide the City a financial report for the Contractor including revenues and expenditures for each individual service rendered by the Contractor for the City under this Agreement. This includes all services rendered to the City under the Agreement.

7.2 **Audit.** The Contractor shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the City finance manager to evaluate the performance of such services. The City shall have the right, but not the obligation, to audit all financial records of the Contractor related to the events described herein if the City deems such an audit advisable or necessary, at the City's sole option and discretion.

7.3 [Section Intentionally Omitted].

## 8.0 MISCELLANEOUS

8.1 **Covenant against Discrimination.** The Contractor covenants that, by and for itself, its heirs, executors and assigns that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

8.2 **Non-liability of City Officers and Employees.** No officer, official or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 **Conflict of Interest.** No officer, official or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his/her financial interest or the financial interest of any corporation, partnership or association in which he/she is, directly or indirectly interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.4 **Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Administrator and to the attention of the Contract Officer, CITY OF NORTH KANSAS CITY, 2010 Howell, North Kansas City, Missouri 64116, and in the case of the Contractor, to the Contractor's Board of Directors at the address designated on the execution page of this Agreement.

8.5 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.6 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.7 **Severability.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.8 **Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.9 **Attorneys' Fees.** If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.10 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound.

8.11 **Governing Law and Forum.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Missouri. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of the County of Clay, State of Missouri, or any other appropriate court in such county. The Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.12 **Authorized Employees.** The Contractor acknowledges that § 285.530, MO. REV. STAT., prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri, where the contract is for an amount in excess of five thousand dollars. The Contractor therefore covenants that it is not knowingly in violation of subsection 1 of § 285.530, MO. REV. STAT., and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully eligible to work in the United States. An appropriate officer or representative of the Contractor shall complete and properly execute the Affidavit attached hereto, marked "**Exhibit D**" and submit it to the City.

**IN WITNESS WHEREOF**, the parties have executed and entered into this Agreement as of the date first written above.

*(Signature page to follow)*

**CITY OF NORTH KANSAS CITY**  
*a Missouri municipal corporation*

ATTEST:

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Crystal Doss, *City Clerk*

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Bryant DeLong, *Mayor*

*Mailing Address:* 2010 Howell  
North Kansas City, MO 64116

**NORTH KANSAS CITY BUSINESS  
COUNCIL**  
*a Missouri nonprofit corporation*

ATTEST:

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Kellen Mumm, *Secretary*

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Jason Crowley, *President*

*Mailing Address:* 405 E 19<sup>th</sup> Avenue  
North Kansas City, MO 64116

Exhibit “A”

Scope of Services		
<b>Name of Contractor</b>	North Kansas City Business Council	
<b>Scope of Services</b> (Job Description)	<p>The City Council has stated a goal of growing economic activity by supporting North Kansas City businesses through a contract for services with the North Kansas City Business Council (“<b>NKCBC</b>”).</p> <p>Through this contract, the City of North Kansas City will provide NKCBC \$30,000 funding for services that benefit all North Kansas City businesses including:</p> <ul style="list-style-type: none"> <li>• Quarterly printed newsletter layout, printing &amp; mailing</li> <li>• ChamberMaster software license fee</li> <li>• Social media and website updates</li> <li>• Christmas Tree program</li> <li>• Videos and other special marketing initiatives</li> </ul>	
<b>Start Date</b>	October 1, 2021	
<b>Contract Dates</b>	<b>Date</b>	<b>Project Payment</b>
	October 1, 2021 – September 30, 2022	One-time payment – \$30,000

*(Remainder of page intentionally left blank.)*

Exhibit "B"

SPECIAL REQUIREMENTS

None.

*(Remainder of page intentionally left blank.)*

Exhibit "C"

SCHEDULE OF COMPENSATION AND PERFORMANCE

In consideration of the full and complete performance of this Agreement by the Contractor of all the work and services stated and contemplated, and in conformity with the terms, covenants and conditions contained in this Agreement, the City agrees to pay Contractor as full compensation for the said work and services the Contract Sum, payable in one lump sum payment, with such payment being made within thirty (30) days of the commencement of the Term of this Agreement.

*(Remainder of page intentionally left blank.)*



Exhibit “D”

STATE OF MISSOURI }  
                                  } ss.  
COUNTY OF CLAY }

**AFFIDAVIT**

(As required by § 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**Employee:** Any person performing work or service of any kind or character for hire within the State of Missouri.

**Federal Work Authorization Program:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**Knowingly:** A person acts knowingly or with knowledge, (a) with respect to the person’s conduct or to attendant circumstances when the person is aware of the nature of the person’s conduct or that those circumstances exist; or (b) with respect to a result of the person’s conduct when the person is aware that the person’s conduct is practically certain to cause that result.

**Unauthorized Alien:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is \_\_\_\_\_ and I am currently the \_\_\_\_\_ of North Kansas City Business Council, a Missouri not-for-profit corporation (the “**Contractor**”), whose business address is 405 E 19<sup>th</sup> Avenue, North Kansas City, Missouri 64116, and I am authorized to make this Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of North Kansas City, Missouri, a political subdivision of the State of Missouri:

Certain services and work for the City of North Kansas City, Missouri, that will encourage, improve, foster and stimulate commerce, trade, business and business conditions and tourism

in and to the City of North Kansas City, Missouri, as well as enhance and improve the image of the City.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

\_\_\_\_\_  
Signature  
Print Name:

\_\_\_\_\_

STATE OF MISSOURI }  
                                  } ss.  
COUNTY OF CLAY }

On this \_\_\_\_\_ day of September, 2021, before me personally appeared \_\_\_\_\_, to me known to be the person who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

**WITNESS MY HAND** and official seal in the county and state last aforesaid this \_\_\_\_\_ day of September, 2021.

\_\_\_\_\_  
*Notary Public*

My Commission Expires:  
\_\_\_\_\_

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# MEMORANDUM



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**TO:** Mayor and City Council  
City Administrator

**FROM:** Sara Copeland, AICP; Community Development Director  
Kevin Freeman; Chief of Police

**DATE:** September 7, 2021

**RE:** Discussion regarding Sidewalk Eating and Alcohol Consumption Licenses

## Background

Chapter 4.30 of the Municipal Code concerns Sidewalk Eating and Alcohol Consumption Licenses, which allows portions of the public sidewalks in front of eating and drinking establishments to be used for sidewalk dining subject to the requirements of the Municipal Code.

While historically sidewalk dining/alcohol consumption licenses were restricted to businesses along Armour Road in downtown NKC, on June 2, 2020, as part of the City's support to businesses facing indoor occupancy restrictions due to the Covid-19 Pandemic, this restriction was lifted so that sidewalk dining/alcohol consumption licenses might be issued citywide. Practically speaking, because sidewalk dining areas must reserve a four-foot passageway for pedestrians exclusive of tree wells, the locations that can accommodate sidewalk dining are limited.

Recently, City staff received an inquiry into sidewalk dining/alcohol consumption licensing from a new NKC business. This business does not meet the requirements to qualify for a sidewalk alcohol consumption license and has asked whether the requirements could be amended to allow them to obtain a license. This question is a policy discussion for the City Council to provide direction to City staff.

## Sidewalk Alcohol Consumption Licenses

Section 4.30.020 establishes that to qualify for a sidewalk dining and alcohol consumption license, at least fifty percent (50%) of the eating/drinking establishment's gross income for the preceding year must be derived from the sale of prepared meals, food consumed on the premises, or the sale of tickets for motion picture performances.

All licensees are required to comply with the regulations set in Section 4.30.080, Regulations, as well as the regulations of the City and State regarding the liquor license itself. An access control railing is a liquor license requirement, to establish a controlled perimeter and prevent an open container violation. Other regulations include a prohibition on blocking exits from a building; a

prohibition on serving people in vehicles; a prohibition on sound systems; a requirement to remove trash, debris, and other equipment and wash the sidewalk daily; and a limit on hours of operation on the sidewalk to 7:00am to 10:00pm.

### **Recent State Licensing Changes**

Since the start of the Covid-19 Pandemic, the State of Missouri has made some changes to its liquor laws that have a corresponding impact on local licensing. Permanent state law changes include allowing Sunday hours beginning at 6:00am and permitting "Cocktails To Go" or sales by the drink not in the original packaging. The State has also moved away from food sales requirements in conjunction with liquor licensing.

### **Staff Concerns**

At the local level, City staff is concerned with both the safe sale and consumption of alcoholic beverages and the reasonable regulation of activity on NKC sidewalks. Cocktails To Go and uncontrolled sidewalk liquor sales create an increased concern related to open container violations and the possibility of alcohol being consumed in moving vehicles.

On the other hand, permitting increased sidewalk dining leads to a more vibrant, active streetscape that contributes to the City's goal of preserving and enhancing the local identity and uniqueness of NKC.

### **Council Direction**

At this time, staff requests Council direction related to the following questions:

- Should Section 4.30.020 restricting the businesses that qualify for sidewalk dining and alcohol consumption licenses be amended to remove the food or movie ticket sales requirement or otherwise change the qualification criteria?
- If sidewalk dining and alcohol consumption licenses are available to more businesses in North Kansas City, are there any additional regulations that should be added to Section 4.30.080 restricting the conduct or operation of sidewalk dining?

John Harbrucker, the City's Director of Liquor Control, will attend the September 7 Council meeting to contribute to this discussion.

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## MEMORANDUM



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**TO:** Mayor and City Council  
City Administrator

**FROM:** Sara Copeland, AICP, Community Development Director  
Anthony Sands, Public Works Director

**DATE:** September 7, 2021

**RE:** Discussion Regarding Pedestrian Safety, Armour & Clay

At the August 17, 2021 City Council meeting, Councilmember Graves expressed concern about pedestrian safety at the Armour and Clay intersection and asked staff to examine strategies for improving the visibility and safety of pedestrians crossing Armour Road in this area.

On August 29, Public Works crews repainted the crosswalks on Armour Road on both sides of the intersection with Clay Street and installed Pedestrian Crosswalk signs to improve visibility of the pedestrian crossing. Staff believes these improvements to be a good short-term action to improve safety for pedestrians at this location.

Police Department records for crashes in this location indicate that, in the three years beginning August 25, 2018 and ending August 25, 2021, there were seven crashes reported in the area of Armour and Clay, with zero injuries and none involving pedestrians. Fire Department records show zero EMS calls to that intersection going back to 2007. Given the lack of history with pedestrian incidents at this intersection, staff recommends evaluating the effectiveness of the current improvements before making further improvements.

Rectangular rapid flashing beacons at this location have been added to the Downtown Streetscape project. Before construction begins in this area, staff will study this improvement to ensure that the flashing beacons do not cause a traffic impact due to the proximity to Burlington and make a future recommendation to Council.

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# MEMORANDUM



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**TO:** Mayor and City Council

**FROM:** Kim Nakahodo, Interim City Administrator

**DATE:** September 7, 2021

**RE:** Paid Parental Leave Policy

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The City of North Kansas City complies with all aspects of the Family and Medical Leave Act and grants up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

1. For incapacity due to pregnancy, prenatal medical care, or childbirth;
2. To care for the employee's child after birth, or placement for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
4. For a serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's job.

Currently, the City has no Paid Parental Leave policy. The purpose of a Paid Parental Leave policy is to give parents additional flexibility and time to bond with their new child, adjust to their new family situation, and balance their work obligations.

In 2016, the City of Kansas City, Mo., introduced a Paid Parental Leave policy as part of their recruitment and retention efforts. As North Kansas City often competes with the City of Kansas City, Mo., for talent, staff would like to propose implementing a similar Paid Parental Leave policy to aid in our recruitment and retention efforts.

Under this proposal, all regular and appointed employees who are eligible to take leave under the City's Family and Medical Leave Policy would be granted paid parental leave due to the birth of the employee's child or the placement within the employee's home of an adopted or foster child in accordance with the following provisions:

- 1) An eligible employee will receive up to six (6) weeks of pay at 100% of the employee's base pay per birth, adoption, or foster care event. An employee may take paid parental leave intermittently, provided the leave is taken in no less than one-week increments and is approved by the employee's manager.
- 2) An eligible employee who is the birthing mother may receive an additional two (2) weeks of leave at 100% of base pay if it is deemed medically necessary for the birthing mother to recover from a cesarean section delivery and/or other documented medical complications associated with the birth.
- 3) If both parents are eligible employees, each will receive the leave available under Sections (8) (1) and (8) (2) of this section.
- 4) Leave will be based on the employee's certified normal rate of pay, not including premiums or overtime.
- 5) Leave will run concurrently with Family and Medical Leave under the City's Family and Medical Leave Policy and must be utilized within twelve (12) weeks following the birth or adoption or foster care of a child. Paid Parental leave will not reduce eligibility for other types of paid and unpaid leaves such as sick leave, vacation, personal leave, holiday, and short-term disability.

Paid Parental Leave would be in addition to, and not a replacement for, any other leave for which an employee is eligible. Vacation and sick leave benefits would continue to accrue during the period of Paid Parental Leave. Should the employee participate in the City's health insurance program, the City would continue to pay its share of the cost of the employee's health insurance premium during a Paid Parental Leave. The eligible employee's share of the premium will be deducted from the eligible employee's pay in accordance with normal practices.

In FY 2021, six employees had a qualifying event for a Paid Parental Leave policy. From an operational perspective, staff speculates there would not be a drastic difference as the qualifying employee would require the time away from work, whether the leave was paid for or not.

Staff has prepared a Resolution to amend the City's Personnel Manual to establish a Paid Parental Leave policy for the City Council's consideration. Should the City Council proceed, this new policy would become effective on January 1, 2022.

## RESOLUTION NO. 21-067

### RESOLUTION AMENDING THE CITY'S PERSONNEL MANUAL TO PROVIDE FOR A PAID PARENTAL LEAVE POLICY

**WHEREAS,** the City of North Kansas City, Missouri (the "City") is a third class city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and

**WHEREAS,** the City's Personnel Manual outlines the benefits provided to the employees of the City of North Kansas City; and

**WHEREAS,** the City Council deems it in the best interests of the City to provide a Paid Parental Leave to attract and retain employees;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Kansas City, Missouri, as follows:

**Section 1.** A new Section 9.04 shall be added to the City's Personnel Manual, as follows:

**9.04.01 Policy — Paid Parental Leave.** All regular and appointed employees who are eligible to take leave under the City's Family and Medical Leave Policy shall be granted paid parental leave due to the birth of the employee's child or the placement within the employee's home of an adopted or foster child in accordance with the following provisions.

(1) An eligible employee will receive up to six (6) weeks of pay at 100% of the employee's base pay per birth, adoption, or foster care event. An employee may take paid parental leave intermittently, provided the leave is taken in no less than one-week increments and is approved by the employee's manager.

(2) An eligible employee who is the birthing mother may receive an additional two (2) weeks of leave at 100% of base pay if it is deemed medically necessary for the birthing mother to recover from a cesarean section delivery and/or other documented medical complications associated with the birth.

(3) If both parents are eligible employees, each will receive the leave available under Sections (8) (1) and (8) (2) of this section.

(4) Leave will be based on the employee's certified normal rate of pay, not including premiums or overtime.



(5) Leave will run concurrently with Family and Medical Leave under the City's Family and Medical Leave Policy and must be utilized within twelve (12) weeks following the birth or adoption or foster care of a child. Paid Parental leave will not reduce eligibility for other types of paid and unpaid leaves such as sick leave, vacation, personal leave, holiday, and short-term disability.

(6) An eligible employee must submit a completed Employee Request for Family and Medical Leave Form, requesting FML leave to the Human Resources Department at least thirty (30) days prior to the anticipated date of the leave. To the extent the thirty (30) day notice is not possible, the employee must submit a completed Employee Request for Family and Medical Leave Form to the Human Resources Department as soon as possible.

(7) Multiple births, adoptions, or foster care events do not increase the length of leave granted for the birth, adoption, or foster care event.

(8) An eligible employee will be required to furnish appropriate medical documentation for the birth of a child. If applicable, the medical certification requirements for FML leave will govern. The medical documentation must be completed and signed by the individual's health care provider.

(9) An employee will be required to furnish appropriate adoption or foster care documentation, such as a letter from an adoption or foster care agency, or from the attorney in cases of private adoptions.

(10) Surrogate mothers and sperm donors are excluded from coverage under this policy, as are parents who elect to place their newborn child/children for adoption.

(11) A fraudulent request for Paid Parental Leave shall be grounds for serious disciplinary action, up to and including termination of employment.

(12) This policy is in effect for childbirth or adoptions occurring on or after January 1, 2022.

**Section 2.** **Further Authority.** The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section 3.** **Severability.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 4.** **Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 5.** **Effective Date.** This Resolution shall be in full force and effect beginning January 1, 2022, after its passage by the City Council and approval by the Mayor.

**DONE** this 7th day of September, 2021.

---

Bryant DeLong, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*

## **9.04 PARENTAL LEAVE POLICY**

**9.04.01 Policy** — Paid Parental Leave. All regular and appointed employees who are eligible to take leave under the City's Family and Medical Leave Policy shall be granted paid parental leave due to the birth of the employee's child or the placement within the employee's home of an adopted or foster child in accordance with the following provisions:

- (1) An eligible employee will receive up to six (6) weeks of pay at 100% of the employee's base pay per birth, adoption, or foster care event. An employee may take paid parental leave intermittently, provided the leave is taken in no less than one-week increments and is approved by the employee's manager.
- (2) An eligible employee who is the birthing mother may receive an additional two (2) weeks of leave at 100% of base pay if it is deemed medically necessary for the birthing mother to recover from a cesarean section delivery and/or other documented medical complications associated with the birth.
- (3) If both parents are eligible employees, each will receive the leave available under Sections (8) (1) and (8) (2) of this section.
- (4) Leave will be based on the employee's certified normal rate of pay, not including premiums or overtime.
- (5) Leave will run concurrently with Family and Medical Leave under the City's Family and Medical Leave Policy and must be utilized within twelve (12) weeks following the birth or adoption or foster care of a child. Paid Parental leave will not reduce eligibility for other types of paid and unpaid leaves such as sick leave, vacation, personal leave, holiday, and short-term disability.
- (6) An eligible employee must submit a completed Employee Request for Family and Medical Leave Form, requesting FML leave to the Human Resources Department at least thirty (30) days prior to the anticipated date of the leave. To the extent the thirty (30) day notice is not possible, the employee must submit a completed Employee Request for Family and Medical Leave Form to the Human Resources Department as soon as possible.
- (7) Multiple births, adoptions, or foster care events do not increase the length of leave granted for the birth, adoption, or foster care event.
- (8) An eligible employee will be required to furnish appropriate medical documentation for the birth of a child. If applicable, the medical certification requirements for FML leave will govern. The medical documentation must be completed and signed by the individual's health care provider.

- (9)** An employee will be required to furnish appropriate adoption or foster care documentation, such as a letter from an adoption or foster care agency, or from the attorney in cases of private adoptions.
- (10)** Surrogate mothers and sperm donors are excluded from coverage under this policy, as are parents who elect to place their newborn child/children for adoption.
- (11)** A fraudulent request for Paid Parental Leave shall be grounds for serious disciplinary action, up to and including termination of employment.
- (12)** This policy is in effect for childbirth or adoptions occurring on or after January 1, 2022.

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# MEMORANDUM



---

**TO:** Mayor and City Council  
City Administrator

**FROM:** Sara Copeland, AICP, Community Development Director

**DATE:** September 7, 2021

**RE:** Shared Active Transportation Operating Agreement with Spin

Shared Active Transportation businesses have been operating south of the river in Kansas City for several years and have recently begun expanding their operations north of the river. The City Council approved an Operating Agreement with Bird Rides, Inc. on May 4, 2021, permitting the deployment of Bird scooters in NKC. Earlier this summer, Skinny Labs Inc., which operates Spin scooters, contacted City staff about deploying in NKC.

The Operating Agreement that is before the City Council for approval is generally the same agreement as the City has with Bird. The proposed fee to be paid by Spin is the same as that paid by Bird, a per ride fee of 15 cents for every ride in NKC. This fee structure is also the current structure in place in KCMO and many other cities where Shared Active Transportation companies are operating, including Omaha, Portland, Wichita, and Phoenix.

Scooters provide a benefit to the public by providing a form of transportation that is relatively low impact to public infrastructure. They also do not require or take up parking, which can be an issue in localized spots at key times. Use of scooters is likely to have some of the same benefits as increased biking, which is shown to have a positive effect on retail sales and property values.

Operating Agreements are required because Shared Active Transportation companies are using the City's right-of-way to conduct private business. Doing so requires an agreement with the City, similar to the Operating Agreement that we have with BikeShareKC for the operation of bike share stations or Right-of-Way Agreements we enter into with telecommunications companies that place their facilities in the right-of-way. An Operating Agreement establishes requirements related to licensing, safety, parking of vehicles, speed, maintenance, and data sharing.

City ordinances define where riders may lawfully operate scooters within NKC, namely on the street or in bicycle lanes, but not on sidewalks. The Operating Agreement establishes where scooters may be parked, establishes the company's responsibility to ensure scooters are used per the requirements of the agreement, and how the City may report problems.

The term of the agreement is through the end of 2022 with the option to extend for two additional one-year terms.

## RESOLUTION NO. 21-071

### RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN OPERATING AGREEMENT WITH SKINNY LABS INC. FOR THE IMPLEMENTATION OF A SHARED ACTIVE TRANSPORTATION OPERATION

WHEREAS, the City of North Kansas City, Missouri (the “City”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized, and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the City desires to enter into an agreement with Skinny Labs Inc., doing business as “Spin,” for the implementation of a shared active transportation operation (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North Kansas City, Missouri, as follows:

**Section 1.** Authorization of Agreement. The City Council hereby authorizes the City to enter into the Agreement with SKINNY LABS INC., for the execution of the project as described more fully in the Agreement, which Agreement shall be in substantially the form of Exhibit 1, attached hereto and incorporated herein by reference. The provisions of said Agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of North Kansas City, Missouri.

**Section 2.** Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section 3.** Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 4.** Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 5.** Effective Date. This Resolution shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

**DONE** this 7<sup>th</sup> day of September, 2021.

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Bryant DeLong, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*



## **OPERATING AGREEMENT FOR IMPLEMENTATION OF A SHARED ACTIVE TRANSPORTATION OPERATION**

This Operating Agreement (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 “the “Effective Date”) by and between the City of North Kansas City, Missouri, a third class city and political subdivision of the State of Missouri (hereinafter referred to as “City”), and Skinny Labs Inc. (hereinafter referred to as “Company”).

WHEREAS, Company wishes to immediately implement its Shared Active Transportation Operation within North Kansas City’s corporate boundaries; and

WHEREAS, the Company’s introduction into North Kansas City’s corporate boundaries will provide a low-cost transportation option for the City’s residents and visitors including opportunities for transportation, recreation, and fitness; and

WHEREAS, the Company’s Shared Active Transportation Operation requires use of the City’s right-of-way; and

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties hereto, the City and Company hereby enter into this Agreement, subject to the following terms and conditions:

**Section 1. Scope of Agreement.** The purpose of this Agreement is to establish rules and regulations governing the Company’s Shared Active Transportation Operation within the City and to ensure that such Shared Active Transportation Operation is managed in a manner consistent with the safety and well-being of pedestrians, bicyclists, motorists, and other users of the City’s right-of-way.

**Section 2. Term.** This Agreement, unless earlier terminated as provided for herein, shall commence on the Effective Date and shall expire on December 31, 2022. The City and Company may enter into an amendment of this Agreement to extend the term of this Agreement for two (2) additional 1-year terms.

**Section 3. Definitions.** The following terms have the meaning and/or usage ascribed herein, except where an alternative definition or usage is specifically provided:

1. City Code shall mean the Code of the City of North Kansas City, Missouri.
2. Company shall mean the entity owning the Shared Active Transportation, its agents and contractors (including independent contractors) and every person or entity retained by the Company to maintain the Company’s Small Vehicles.
3. Fleet shall mean all of Company’s Small Vehicles in operation within the City’s corporate boundaries at any one time
4. Frontage Zone shall mean the area adjacent to the property line where transitions

between public sidewalk and the space within buildings occurs.

5. Furnishing/Curb Zone shall mean that portion of the sidewalk used for street trees, landscaping, transit stops, street lights, and site furnishing.
6. Rider shall mean any person using the Small Vehicle.
7. Pedestrian Through Zone shall mean the portion of the sidewalk for pedestrian travel along the street.
8. Shared Active Transportation shall mean a dockless network or system of Small Vehicles, placed in public right-of-way and for rent in short term increments, that provides increased mobility options over short distances.
9. Shared Active Transportation Operation shall mean the Company's Shared Active Transportation as well as any incidental use or patronage thereof.
10. Small Vehicle shall mean dockless bikes, scooters, e-bikes, or e-scooters designed specifically for shared-use and deployed by Shared Active Transportation companies.

#### **Section 4. Company's Obligations.**

1. Licensure. As a condition precedent to this Agreement, and prior to commencement of operations, Company shall apply, procure and remit payment for a business license from the City, together with any other requirements necessary to conduct a Shared Active Transportation in the City. Company shall maintain such business license and otherwise remain in good standing through the course of the Company's Shared Active Transportation Operation in the City.
2. Contact Information. Company shall provide easily visible contact information, including a 24-hour toll-free phone number and e-mail address on each Small Vehicle for use by members of the public to report safety concerns, complaints or to ask questions. In addition, Company shall also provide City with contact information of a locally-based manager/operations staff with decision-making power who can respond to City requests, emergencies, and other issues at any time.
3. Fleet. Small Vehicles deployed by the Company shall comply with all safety standards established the U.S. Consumer Product Safety Commission (CPSC) and all other federal and state safety standards, including the maximum engine wattage and weight bearing standards of CPSC Public Law 107-309. Small Vehicles must be equipped with always-on front and back lights that are visible from a distance of at least 300 feet under normal conditions at night.
4. Consideration. In addition to any taxes and fees imposed by the City Code to operate a business, Company shall remit a fee of \$500 prior to the commencement of operations and a ridership fee of \$0.15 for each ride taken on a Small Vehicle in the City. The

ridership fee shall be remitted 30 days after the conclusion of each calendar month, calculated by the number of rides taken within the City each day in the previous calendar month.

5. Parking Regulations. Company shall ensure that Small Vehicles are parked as follows:
  - i. Small Vehicles shall not be parked in the street except in areas designated and marked for on-street Small Vehicle parking;
  - ii. Small Vehicles shall be parked in a manner so as not to block the Pedestrian Throughway Zone of the sidewalk, any ADA ramp or access points, fire hydrant, call box, or other emergency facility, or utility pole or box;
  - iii. Small Vehicles shall be parked upright on hard surfaces in either the Frontage Zone or Furnishing Zone of the sidewalk; beside bicycle racks, transit stops, or bike share stations; or in another area specifically designated for Small Vehicle parking which do not inhibit access;
  - iv. Small Vehicles shall not be parked in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building or access to or from off-street parking lots or garages, or in areas where the City has issued a valid Sidewalk Dining License;
  - v. Small Vehicles shall not be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack;
  - vi. Small Vehicles shall not be parked in the Furnishing/Curb Zone directly adjacent to or within the following areas, such that access is impeded:
    - a. Loading zones;
    - b. Disabled parking zones;
    - c. Street furnishings that requires pedestrian access (for example – benches, bus shelters, transit information signs, etc.)
    - d. Curb ramps;
    - e. Entryways;
    - f. Driveways; and
    - g. Portions of transit zones, including bus stops and shelters, passenger waiting areas and bus layover and staging zones, which would inhibit access.
  - vii. To the extent Company desires to park Small Vehicles in areas other than the City's right-of-way, Company must first obtain permission from the applicable owner and shall communicate the right to park at that location to Riders.
6. Notice. Company shall provide notice to all Riders by means of signage and through a mobile or web application that:
  - i. Small Vehicles are to be ridden in compliance with Title 10 of the Municipal Code;
  - ii. Helmet use is encouraged when using a Small Vehicle;
  - iii. Small Vehicle must be parked only in designated areas;
  - iv. Riding responsibly is required; and
  - v. Riders are, at all times, to operate the device in a manner consistent with the City's Code of Ordinances and any other applicable laws;
  - vi. Rider may be ticketed for operating the device in a manner which violates the

City's Municipal Code.

7. Speed. Small Vehicles which do not rely solely on human propulsion and are equipped with an electric motor that is capable of propelling the device shall be governed at a speed not to exceed fifteen (15) miles per hour on a paved level surface.
8. Education and Outreach. Company shall provide education to Small Vehicle riders on the City's existing rules and regulations, safe and courteous riding, and proper parking. Company shall provide this educational material to the City for review prior to disseminating the information to Riders. Company shall also provide city with materials that explain its terms of service, user instruction, privacy policies, fees, penalties, unexpected charges, and local management and operations contact information for the City to display on the dockless program page of the City's website.
9. Inclement Weather. On days where inclement weather (rain or snow) is anticipated, Company will monitor the weather conditions and disable or remove vehicles from the City right of way if appropriate or necessary for public safety. Company shall not hold City liable for damage to Small Vehicles caused by City's snow removal operations.
10. Environment. Company shall embrace transparency in recycling efforts and recycle or otherwise dispose of Small Vehicles and Small Vehicle parts in an environmentally-friendly at end of life cycle.
11. Data Sharing. Upon request and at no cost to the City, Company shall provide the City with data related to utilization of the Small Vehicles. Data should be provided to the City in the General Bike Share Feed Specifications (GBFS) format. Aggregated reports on system use, compliance, and operations – including but not limited to general ride-start heat maps, parking complaints, crashes, damaged or lost Small Vehicles – shall be made available to the City by the 15<sup>th</sup> day of each month for the previous month, or upon request. Anonymized/De-identified demographic data collected by Company shall be provided to the City on a monthly basis, or upon request. Company shall make available to the City any information from private entities related to requests for Small Vehicles not to be used or parked at a private location on a monthly basis, or upon request.

**Section 5. City's Obligations.**

1. Use of Right of Way. The City agrees to allow Company, its representatives, employees, consultants and contractors, non-exclusive use of those portions of the public right-of-way reasonably necessary for operation of the Company's Shared Active Transportation Operation, but subject to the limitations imposed by the City's Code of Ordinances and the terms of this Agreement. The grant of this use shall not constitute a conveyance of any interest in the public right-of-way.
  - i. Notwithstanding anything herein, the Parties agree that City shall have right to work within and restrict access to portions of the right-of-way, whether by its own forces or contracted forces, with no prior notice to Company.
  - ii. When the City authorizes a street closure with a Short Term Conditional Use

Permit, the permit holder may prohibit the use of Small Vehicles in the closed area for the duration of the permit.

2. Fleet Size Approval. The City shall, at its sole discretion, approve and permit reasonable increases to Company's Fleet based on utilization of the Fleet at two or more rides per day, with the approval not unreasonably withheld. Notwithstanding the foregoing, Company may deploy no more than three hundred (300) Small Vehicles within the City's corporate boundaries at any time.

## **Section 6. Signage.**

1. General Limitations. Company agrees that, as it relates to all signage on Small Vehicles, it will abide by applicable local, state, and federal law relating to signs. The Small Vehicles are not a public forum for public debate or discourse. Company agrees that in addition to any restrictions set forth by city ordinance, the content of any sign located on Company's Small Vehicles will not include any message that is illegal, obscene, libelous or fraudulent. A violation of this Section shall be cause for the City to terminate this Agreement if said violation is not corrected within twenty-four (24) hours' notice to Company. The determination that there has been a violation of these signage guidelines shall be solely at the City's discretion.
2. On-Street Parking Signage. Company acknowledges that, in the event the City establishes any on-street parking areas for Small Vehicles, the Company may not erect or add signage to any such parking areas.

## **Section 7. Default and Termination.**

1. Except where specifically provided for elsewhere in this Agreement, in the event Company shall default in any of the covenants, agreements, commitments, or conditions herein contained, or if any of the conditions set forth below shall occur, and any such default shall continue unremedied for a period of three (3) business days after written notice thereof to Company, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Company, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Company under this Agreement.
2. Notwithstanding anything to the contrary herein, the City may terminate this Agreement at any time if it finds, in its sole discretion, that Company's Shared Active Transportation Operation threatens the safety and health of the City's residents and visitors.
3. Company's obligation with regards to indemnification as provided in Section 13 of this Agreement shall survive the expiration or termination of this Agreement with regards to any claims arising during such time as this Agreement was in effect.

**Section 8. Removal of Small Vehicles.** Upon instances of Default and Termination under Section 7, Company shall remove its Small Vehicles from the right-of-way within two (2) days of being notified. If Company shall not remove the same upon due notice, any remaining Small Vehicles shall be removed by the City at Company's expense. Company shall not be entitled to damages for the removal of the Small Vehicles by the City.

**Section 9. Maintenance of Small Vehicles.**

Company shall maintain its Small Vehicles in a good working manner. In the event a safety or maintenance issue is reported for a specific Small Vehicle, that Small Vehicle shall be made unavailable to users and shall be removed within the timeframes provided in this section. Any inoperable or unsafe Small Vehicle shall be repaired before it is placed back in service. City shall not have any obligation with regards to the maintenance of the Company's Small Vehicles.

Company shall respond to requests for rebalancing or reports of unsafe/inoperable Small Vehicle by removing the Small Vehicle, as appropriate, within two (2) hours of receiving notice from a Rider, representative of the City, or any other person/entity.

**Section 10. Abatement.**

In the event the Company's Shared Active Transportation Operation does not conform to all requirements of Section 4, Part 5 Parking Regulations, or if Company's Shared Active Transportation Operation creates a nuisance or dangerous condition (as determined by City), Company shall relocate, re-park, remove or otherwise abate the condition within two (2) hours of receiving notice. Failure to abate such condition within twenty-four (24) hours shall constitute a default of this Agreement and City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Company, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this contract and all rights of Company under this Agreement.

In the event any Small Vehicle is properly parked (pursuant to Section 4, Part 5 of this Agreement) in one location for more than 72 hours without moving, such Small Vehicle may be removed by City personnel and taken to a City facility for storage at the Company's expense. In such instance, City shall notify the Company of the removal and the Company shall retrieve Small Vehicles from City within 72 hours. If Company does not retrieve the Small Vehicles within 7 business days, the City shall dispose of Small Vehicles at Company's expense.

**Section 11. Notices.** All notices required by this Agreement shall be in writing sent by electronic mail, regular U.S. mail, postage prepaid, or delivered by courier to the following:

CITY:                   City Administrator  
                              2010 Howell  
                              North Kansas City, MO 64116

COMPANY: Skinny Labs Inc.  
450 Mission Street, Suite 400  
San Francisco, CA 94105

All notices are effective on the date mailed or upon receipt if delivered by a courier. Either of the Parties may provide the other party a change of address in writing which change shall be effective ten (10) days after delivery.

**Section 12. General Indemnification.**

1. Company shall defend, indemnify, and hold harmless City and any of its agencies, officials, officers and employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the performance under this Agreement, caused in whole or in part by Company, Company's employees, agents, or contractors, or others for whom Company is legally liable, regardless of whether or not caused in part by any act or omission of City, its agencies, officials, officers or employees. Company shall be released from its obligations under this section to the extent the loss or damage was caused by the willful misconduct or negligence of the City.
2. Company's contracts with every Rider shall require such persons or entities to release the City and any of its agencies, officials, officers and employees to the same extent that Company is required by this section to defend, indemnify, and hold harmless City and any of its agencies, officials, officers and employees.

**Section 13. Indemnification for Professional Negligence.** If Company hires any architect or engineer in connection with design and manufacture of its Small Vehicles, then Company shall indemnify and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, efforts, or omissions of such employees, agents or others.

**Section 14. Insurance.** Company shall procure and maintain in effect throughout the Term of this Agreement, insurance coverage not less than the types and amounts specified below. Company shall ensure that City is named as an additional insured.

1. Commercial General Liability Insurance: with limits of \$2,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
  - a. Severability of Interests Coverage applying to Additional Insureds
  - b. Contractual Liability
  - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
  - d. No Contractual Liability Limitation Endorsement
  - e. Additional Insured Endorsement, ISO form CG2010, current edition, or its

equivalent.

2. Workers' Compensation Insurance: as required by statute, including Employers Liability with limits of:
  - a. Workers' Compensation Statutory
  - b. Employers' Liability with limits of: \$100,000 each accident  
\$500,000 disease –policy limit  
\$100,000 disease each employee
3. Commercial Automobile Liability Insurance: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. This insurance will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with this Agreement.
4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$ 2,000,000.
5. Company shall deliver to City, prior to introduction of its Shared Active Transportation Operation within the City, properly completed certificates of insurance or other evidence that the required insurance is in full force and effect, in a form acceptable to City. The receipt or acceptance of a certificate of insurance that does not incorporate the required terms and coverage shall not constitute a waiver by City of the insurance requirements contained in this Agreement.
6. All policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Company will contain waiver provisions. The certificates of insurance will also contain a provision stating that should any of the policies described in the certificate be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
7. If the coverage afforded is cancelled or changed or its renewal is refused, Company shall give at least thirty (30) days prior written notice to City. Regardless of any approval by City, it is the responsibility of Company to ensure that the required insurance coverage is procured and maintained in effect at all times. In the event Company fails to ensure that the required insurance is procured and maintained in effect, or that City is named as an additional insured, City may order that the Company’s Shared Active Transportation Operation immediately stop and, upon ten (10) days’ notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

**Section 15. Controlling Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri’s choice of law provisions. City and Company: (1) shall submit to the jurisdiction of the state and federal courts located in Clay County, Missouri; (2) shall waive any and all objections to jurisdiction and



venue; and (3) shall not raise forum non conveniens as an objection to the location of any litigation.

**Section 16. Compliance with Laws.** Company its employees, agents and contractors, including independent contractors, shall comply with all federal, state and local laws, ordinances and regulations applicable to the maintenance of the devices.

**Section 17. Default and Remedies.** If Company shall be in default or breach of any provision of this Agreement, City may terminate this Agreement, suspend City's performance and invoke any other legal or equitable remedy after giving Company notice and opportunity to correct such default or breach.

**Section 18. Waiver.** No consent or waiver, express or implied, by any party to this Agreement or any breach or default by any other party in the performance of its obligations under this Agreement shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of the same or any other obligations hereunder. Failure on the part of any party to complain of any act or failure to act or to declare any of the other parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights under this Agreement. The parties reserve the right to waive any term, covenant, or condition of this Agreement; provided, however, such waiver shall be in writing and shall be deemed to constitute a waiver only as to the matter waived and the parties reserve the right to exercise any and all of their rights and remedies under this Agreement irrespective of any waiver granted.

**Section 19. Modification.** This Agreement shall not be amended, modified or canceled without the written consent of the parties to this Agreement.

**Section 20. Headings; Construction of Agreement.** The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

**Section 21. Severability of Provisions.** Except as specifically provided in this Agreement, all of the provisions of this Agreement shall be severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Agreement shall be valid unless the court finds that the valid provisions of this Agreement are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Agreement could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

**Section 22. Assignment.** Company may not assign or transfer any part or all of their obligations or interests under this Agreement without City's prior written approval. Company

shall notify City, in writing, at least (30) days prior to any proposed assignment or transfer and shall provide with that notice, the proposed assignee's or transferee's written acceptance of the terms and conditions of this Agreement. Company shall not be released from its obligations under this Agreement unless and until such time as it is released, in writing, by the City.

**Section 23. Conflicts of Interest.** Company certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Company or its contractors under this Agreement.

**Section 24. No Partnership.** It is expressly understood that the parties are not now, nor will they be, engaged in a joint venture, partnership or any other form of business relationship except as expressly set forth herein, and that no party shall be responsible for the conduct, warranties, guarantees, acts, errors, omissions, debts, obligations or undertaking of any kind or nature of the other in performance of this Agreement.

**Section 25. Buy American Preference.** It is the policy of City that any manufactured goods or commodities used or supplied be manufactured or produced in the United States whenever possible.

**Section 26. Further Acts.** The parties agree to perform or cause to be performed any and all such further acts as may be reasonably necessary to fulfill the terms and conditions of this Agreement.

**Section 27. Cooperation.** The parties shall cooperate in the implementation and performance of the acts, undertakings and obligations as set forth in this Agreement.

**Section 28. Binding Effect.** This Agreement shall be binding upon the parties hereto and upon their assigns, transferees and successors in interest.

**Section 29. Representations.** The parties certify that they have the power and authority to execute and deliver this Agreement and to perform this Agreement in accordance with its terms.

**THIS AGREEMENT CONTAINS AN INDEMNIFICATION REQUIREMENT.**

**IN WITNESS WHEREOF,** the parties hereto have duly executed this instrument, in duplicate, as of the day and year first above written.

(Signatures on following page)

Skinny Labs Inc.

A Delaware Corporation

By:    
 DocuSigned by:  
Ted Bronstein  
FB4231E64BFE48A... \_\_\_\_\_  
*Title* SVP, Business

City of North Kansas City, Missouri

By: \_\_\_\_\_  
Bryant DeLong, *Mayor*

Attest:

\_\_\_\_\_  
Crystal Doss, *City Clerk*

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## MEMORANDUM

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**TO:** Mayor and City Council  
City Administrator

**FROM:** Sara Copeland, AICP; Community Development Director

**DATE:** September 7, 2021

**RE:** Memorandum of Understanding for NorthRail Streetcar Extension Feasibility Study Update

At its meeting of June 1, 2021, the City Council directed staff to proceed with an agreement between the City, the Kansas City Streetcar Authority (KCSA), and the Kansas City Area Transportation Authority (KCATA) for the purpose of updating the 2014 NorthRail Streetcar Extension Study.

This direction was subsequent to the City Council's January 5, 2021 resolution supporting the extension of the Kansas City streetcar system from Kansas City to North Kansas City and directing staff to engage with the KCSA and the creation of a City Council workgroup to explore next steps. The workgroup, appointed by the City Council on February 16, 2021, included former City Administrator Eric Berlin, Community Development Director Sara Copeland, Councilmember (now Mayor) Bryant DeLong, and Councilmembers Lisa Tull and Zachary Clevenger. The workgroup recommended that the City, the KCSA and the KCATA enter into an agreement to contribute \$60,000 each to commission an update of the 2014 study. The purpose of the update is to re-evaluate the route decisions made in 2014, confirm the preferred alternatives, and update cost estimates and funding scenarios.

Since June 1, City staff has coordinated with KCSA and KCATA staff to finalize a Memorandum of Understanding (MOU) regarding this project and to draft a Request for Proposals (RFP) for consulting services to update the 2014 study. The City's share of study costs is included in the proposed budget. The RFP has been released by KCSA, with a deadline of September 20 for interested firms to submit proposals for the study update.

If the City Council approves the MOU, KCSA will invoice the City for its share of the study costs in October.

**RESOLUTION NO. 21-069**

**RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN MEMORANDUM OF UNDERSTANDING WITH KANSAS CITY STREETCAR AUTHORITY AND KANSAS CITY AREA TRANSPORTATION AUTHORITY FOR THE PURPOSE OF UPDATING THE NORTH RAIL STREETCAR EXTENSION STUDY**

**WHEREAS,** the City of North Kansas City, Missouri (the “City”) is a third class city and political subdivision duly organized and validly existing under the Constitution and laws of the State of Missouri; and

**WHEREAS,** the City, in cooperation with the City of Kansas City, Missouri and the Mid America Regional Council, completed the North Rail Streetcar Extension Study in 2014; and

**WHEREAS,** the Kansas City Streetcar Authority (“KCSA”) began operating a streetcar system south of the Missouri River in Kansas City in 2016; and

**WHEREAS,** the City desires to work collaboratively with KCSA and the Kansas City Area Transportation Authority (“KCATA”) to update the 2014 study and reconsider strategies for expansion of the streetcar system across the Missouri River and northward into the City.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Kansas City, Missouri, as follows:

**Section 1.** **Memorandum of Understanding.** The City Council hereby finds and determines that it is in the best interests of the City to enter into a Memorandum of Understanding with KCSA and KCATA (the “Agreement”) for the execution of the extension study update as described more fully in the Agreement, which Agreement shall be in substantially the form of Exhibit 1, attached hereto and incorporated herein by reference. The City is hereby authorized to make such payments as required under the Agreement. The provisions of said Agreement are hereby approved and adopted by the City Council of the City of North Kansas City, Missouri. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of North Kansas City, Missouri.

**Section 2.** **Further Authority.** The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section 3.** **Severability.** The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the

valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 4.** **Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 5.** **Effective Date.** This Resolution shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

**DONE** this 7<sup>th</sup> day of September, 2021.

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Bryant DeLong, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*

**KC STREETCAR NORTHRAIL EXTENSION  
FEASIBILITY STUDY UPDATE**

**AGREEMENT**

- PARTIES:** **Kansas City Streetcar Authority**, hereinafter referred to as “KCSA”  
**City of North Kansas City**, hereinafter referred to as “CNKC”  
**Kansas City Area Transportation Authority**, hereinafter referred to as “KCATA”
- Together KCSA, CNKC, and KCATA are the “Primary Partners”
- PURPOSE:** The **NorthRail Streetcar Extension Refresh Study** (here in after known as “Project”) proposes to look at the feasibility of streetcar connection from the River Market to the City of North Kansas City.
- FUNDING** **The Project planning effort will be funded by a combination of funds from the Primary Partners that total \$180,000, specifics below.**
- EFFECTIVE** The parties mutually agree to Articles I, II, III, and IV, in accordance with this Agreement from the 1<sup>st</sup> day of July, 2021 until the **31<sup>st</sup> day of December, 2023.**

**ARTICLE I**

**KCSA AGREES:**

1. To fund their portion of the Project’s cost, **\$60,000 to be available for use on July 1<sup>st</sup> 2021.**
2. To coordinate and conduct competitive solicitation for professional services and to issue a contract or contracts to the selected consultant or consultant team.
3. To provide project management support and day-to-day management of the selected consulting team.
4. To invoice NKC and KCATA partners.
5. To provide all required technical assistance, data and any other necessary information needed to successfully complete the project.
6. That any change order or request for additional services made by KCSA and that require additional funding shall be the responsibility of KCSA.

## **ARTICLE II**

### **CNKC AGREES:**

1. To fund their portion of the Project's cash match not to exceed a total of **\$60,000** to be paid to KCSA through a single invoice payment by **November 1st, 2021**.
2. That any change order or request for additional services made by CNKC and that require additional funding shall be the responsibility of CNKC.
3. To participate in the project management team meetings and provide the study team all required technical assistance, data and any other necessary information needed to successfully manage the Project.
4. To participate in selection committees to review consultant/vendor proposals, interview prospective consultant/vendors, and make final selection of consultant/vendor.

## **ARTICLE III**

### **KCATA AGREES:**

1. To fund their portion of the Project's funding requirements with **\$60,000** in federal funding to be matched by funds from the other partners. Payments will be made by KCATA upon receipt of two (2) invoices to be sent by KCSA at 50% project completion and 100% project completion.
2. That any change order or request for additional services made by the KCATA and that require additional funding shall be the responsibility of the KCATA.
3. To provide the study team technical assistance, data and any other necessary information needed to successfully manage the Project.
4. To participate in selection committees to review consultant/vendor proposals, interview prospective consultant/vendors, and make final selection of consultant/vendor.

## **ARTICLE IV**

### **ALL PARTIES MUTUALLY AGREE:**

1. That this Agreement and all contracts entered into under provisions of this Agreement shall be binding upon KCSA, CNKC, and KCATA. It is expressly agreed that all such contracts are subject to each party's approval by its respective governing body or board and, should any party desire to modify a proposed contract, that the proposed modifications will be submitted for approval by all of the parties.
2. That no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
3. That all Primary Partners will abide by Federal Transit Administration (FTA) policies and guidelines and that any third party contracts funded under this agreement will be procured and awarded in keeping with FTA requirements.
4. That all Primary Partners will agree upon approval of final Project deliverables prior to acceptance.



**IN WITNESS WHEREOF:** the parties hereto have caused this Agreement to be signed by their authorized officers on the day and year first above written.

**Kansas City Streetcar Authority**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Date)

**City of North Kansas City**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Date)

**Kansas City Area Transportation Authority**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Print)

\_\_\_\_\_  
(Date)

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# MEMORANDUM



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**TO:** Mayor and City Council  
City Administrator

**FROM:** Sara Copeland, AICP, Community Development Director  
Anthony Sands, Public Works Director

**DATE:** September 7, 2021

**RE:** Approval of Task Order 3 with Confluence regarding Downtown ADA Ramps

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Budget Authority:	FY 2021 Gaming Fund —	
	Downtown Streetscape	\$ 3,000,000
	<u>Encumbered Funds</u>	<u>(\$503,500)</u>
	Remaining Budget Authority	\$ 2,496,500
	 Task Order 3	 <u>(\$25,250)</u>
	Remaining Budget Authority	\$2,471,250

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At the City Council meeting of June 1, 2021, the Council approved Task Order #2 with Confluence for design services related to the Downtown Streetscape project, including additional design assistance during the pre-construction and construction phases of the project, construction observation, and limited civil engineering. The Council also approved a Construction Manager at Risk contract with MegaKC to play an integrated role in the design process, assisting with finalizing construction plans and specifications, and to function as the General Contractor on this project.

Since that time, City staff has been working with both Confluence and MegaKC on pre-construction tasks. As part of this work, MegaKC and the City's Public Works Director have identified a need to complete more detailed examination of the ADA ramps in downtown NKC and include replacement of ADA ramps as needed in this project. Doing this work now will help avoid any replacement in the near future that would impact the decorative design of the sidewalk pavers at downtown intersections and ensure that the

City is providing accessible downtown sidewalks in compliance with the Americans with Disabilities Act.

Confluence, the landscape architect working with the City on this project, has provided the attached Task Order #3 to complete evaluation of existing ADA ramps, prepare designs as needed for new ramps, and provide construction observation as MegaKC completes construction. The total cost of this work is not more than \$25,000 with up to \$250 in reimbursable expenses.

## RESOLUTION NO. 21-070

### A RESOLUTION APPROVING TASK ORDER NO. 3 WITH CONFLUENCE INC., FOR CERTAIN PROFESSIONAL LANDSCAPE ARCHITECTURE, ENGINEERING AND RELATED SERVICES RELATED TO THE DOWNTOWN STREETScape PROJECT

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**WHEREAS**, the City of North Kansas City, Missouri (the “City”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

**WHEREAS**, the City desires to make improvements to the existing downtown streetscape, including new pavement, landscape, lighting, and related features; and

**WHEREAS**, the City entered into a Professional Services Agreement with Confluence Inc. (the “Consultant”) to provide certain landscape architecture, engineering, and related work for the City regarding the City’s Downtown Streetscape project (the “Services”); and

**WHEREAS**, the City desires to approve Task Order Number 3 with the Consultant for landscape architecture and engineering services under the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Kansas City, Missouri, as follows:

**Section 1.** Authorization of Task Order No. 3. Task Order No. 3 shall be in substantially the form of Exhibit “A”, attached hereto and incorporated herein by reference. The terms of Task Order No. 3 are hereby approved. The City is hereby authorized to pay for the costs associated with Task Order No. 3.

**Section 2.** Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section 3.** Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 6.** Effective Date. This Resolution shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

**DONE** this 7<sup>th</sup> day of September, 2021.

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Bryant DeLong, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*

**Exhibit A**  
**TASK ORDER NO.3**

This Task Order is made as of this 1st day of **September 2021**, under the terms and conditions established in the PROFESSIONAL SERVICES AGREEMENT, dated **May 21st, 2019** (the Agreement), between the City of North Kansas City, MO (Owner) and Confluence, Inc. (CONFLUENCE). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

*CONFLUENCE will have its sub-consultant WSP provide design and engineering of 24 ADA ramps in downtown North Kansas City on Armour Road with limits from Buchanan Street to Fayette Street and on Swift Street from 18<sup>th</sup> Avenue to 21<sup>st</sup> Avenue. Improvements are limited to the area from back of curb to building face.*

**ARTICLE 1 – DESIGN TEAM**

CONFLUENCE will subcontract with the following sub consultant to provide the Owner with the comprehensive scope of services outlined in Article 2 – Scope of Services: Civil Engineer: WSP USA

**ARTICLE 2 – SCOPE OF SERVICES**

**Task 1: Engineering of Handicap Ramps**

**1.1 Evaluate Existing Conditions**

WSP will walk the downtown streetscape with the City and contractor to visually review all 24 existing ADA ramps. WSP will evaluate the ramp conditions and based on the team's consensus and will help identify the ADA ramps that need to be re-designed/engineered.

**1.2 Engineering Drawings**

Based on the teams approved list of ramps that need to be re-designed, WSP will develop a sheet with details of each ramp with spot elevations, slopes, and dimensions. WSP to coordinate design with design team on current design impacts for each ramp location. Each ramp will be a detail on the overall drawing sheet. 2-3 drawings sheets are anticipated. Contractor to provide survey for WSP's use in designing and engineering ramps.

**1.3 Construction Observation**

WSP to walk site to review all re-constructed ADA ramps as per their drawings. A punch list will be provided as part of their review. A second site visit by WSP will be conducted to review and approve that all ramps follow the drawings. Ramps will be constructed as part of the contractors phasing which is anticipated to be block by block which will result in review of completed work will in multiple site visits

**ARTICLE 3 – ADDITIONAL SERVICES**

CONFLUENCE, at the request of the Owner, may perform additional services related to the project including but not limited to the list of services provided below. These and other additional services will be performed by CONFLUENCE as mutually agreed to by the Owner and CONFLUENCE prior to performance of the services.

1. Modifications to any pedestrian crossing signals and for ADA compliance such as the addition or modification of push buttons, timing, etc. will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
2. Irrigation Plans: Prepare plans locating landscape irrigation fixtures, valves, backflow devices, points of connections, and other equipment. Installation details will also be included. Design and installation of a low maintenance landscape design with low water requirements is envisioned. If the Owner desires to have the Consultant design an automatic irrigation system, the design services will be considered additional services and undertaken as a contract amendment at the direction of the Owner.

3. Easements: Depending on the final design requirements, temporary construction easements may be necessary. Upon final determination of the extent to which easements may be necessary, the Consultant will prepare a proposal to the Owner and the services will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
4. Additional Meetings and Assignments: CONFLUENCE is available to attend additional meetings and perform additional design tasks not included in this Task Order at the direction of the Owner. All additional meetings and design assignments will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
5. Public Utility Engineering – Public utility engineering beyond minor utility adjustments/coordination necessary to avoid conflicts with streetscape improvements can be provided at the direction of the Owner. These services will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
6. Record Drawings - Preparation of record drawings of public facilities, if requested, will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
7. Public Spaces – If the Owner desires the design of public spaces adjacent to the project area, outside the right-of-way, these design services will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
8. Public Art & Interpretive Elements - If coordination with a public artist or development of an interpretive program is desired, these services can be provided by the design team and will be considered additional services and undertaken as a contract amendment at the direction of the Owner.

#### **ARTICLE 4 – SCHEDULE**

CONFLUENCE will begin services upon receipt of a signed agreement from the Owner and will execute the scope of services according to a project schedule to be developed along with the Owner's input during the project initiation meeting to the greatest extent practical. Currently, CONFLUENCE proposes to complete the services for Task Order No. 2 within approximately 180 days from receipt of this document signed. The Owner and CONFLUENCE agree to amend the project schedule, if necessary, to accommodate unplanned delays in review by the Owner and/or any other extenuating circumstances that are beyond the control of CONFLUENCE.

#### **ARTICLE 5 – FEES AND EXPENSES**

1. We propose to perform the services described in Article 1: Scope of Services: Task One – Engineering Handicap Ramps, on an Hourly basis to a Guaranteed Maximum of Twenty-Five Thousand Dollars (\$25,000).
2. Total Design Fee Amount: **Twenty-Five Thousand Dollars (\$25,000).**
3. Reimbursable expenses, including travel, long-distance telephone, and printing are not included in the services fee. Expenses will be billed in accordance with the rates shown on the attached rates and expenses schedule.

Estimated Reimbursable Expenses = Two Hundred and Fifty Dollars (\$250.00).

If the project is suspended for more than three (3) months, or abandoned in whole or in part, this firm shall be paid their compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with reimbursable expenses then due and all terminal expenses resulting from such suspension or abandonment.

#### **ADDITIONAL SERVICES FEES**

Additional services performed by CONFLUENCE will be provided on a basis mutually agreed to by the Owner and CONFLUENCE prior to performance of the services

#### **BILLING SCHEDULE**

Service fees and reimbursable expenses will be billed to the Owner on a monthly basis by CONFLUENCE. Payment is due upon receipt of invoice. The Owner agrees to provide payment to CONFLUENCE within thirty (30) days of the invoice date

in accordance with the Master Agreement for Design Services. Nonpayment after sixty (60) days from date of invoice shall be just cause for suspension of work by CONFLUENCE.

#### **ARTICLE 6 – EXCLUSIONS**

1. No street improvements, or traffic signal design is included. Should additional street or traffic signal design be required those services will be considered additional services to be negotiated as requested.
2. At this time, we have no knowledge of the existence of vaults, basements or other such structures that might impact the installation of streetscape elements, and as such cannot anticipate the design effort associated with remediation of such voids. Should they be encountered during the project they will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
3. No geotechnical testing or environmental testing for hazardous materials either within existing structures or along the proposed street and adjoining properties are included in this agreement.
4. No storm drainage study is anticipated. If required, a letter report can be provided.
5. No structural design of retaining walls is anticipated. If structural design of any elements of the project is required, this will be considered additional services and undertaken as a contract amendment at the direction of the Owner.
6. No surveying is included in this scope of work and should be provided by the contractor.

#### **ARTICLE 7 – OWNER'S RESPONSIBILITIES**

Owner shall perform and provide the following in a timely manner so as not to delay the Services of CONFLUENCE, and CONFLUENCE may rely on the accuracy and completeness. However, CONFLUENCE agrees to advise Owner promptly, in writing, if it observes any inaccuracy or incompleteness in the following:

1. Authorize CONFLUENCE in writing to proceed [authorization to proceed is given by the execution of this Agreement].
2. Designate in writing a person to act as Owner's representative, such person to have complete authority to transmit instructions, receive information, and interpret and define Owner's decisions with respect to CONFLUENCE's Services for the Project.
3. Render decisions and approvals as promptly as necessary to allow for the expeditious performance of CONFLUENCE's Services.
4. Obtain, arrange, and pay for all advertisements for bids, permits, licenses, easements, rights-of-way, and access necessary for the performance of CONFLUENCE's Services.
5. Make Owner's facilities available to CONFLUENCE as required for performance of the Services under this Agreement and provide labor and safety equipment required for access.
6. Require all construction contracts to include provisions requiring Contractors to indemnify Owner and CONFLUENCE and requiring Contractors to name Owner and CONFLUENCE as Additional Insureds on Contractors' liability insurance policies.
7. Give prompt written notice to CONFLUENCE whenever Owner becomes aware of any development that does or may affect the scope or timing of CONFLUENCE's Services, or any defect in the Services of CONFLUENCE or its sub consultants, or the work of construction Contractors.
8. Owner to provide project manual front-end specification documents for bidding and construction.
9. Advise CONFLUENCE of the identity and scope of services of any independent consultants retained by Owner to provide services in regard to the Project.

Unless otherwise provided in this Agreement, Owner shall bear all costs incident to compliance with the above items.

#### **ARTICLE 8 – PROJECT ASSUMPTIONS**

The following is a list of assumptions CONFLUENCE has made in preparation of this Agreement.

1. Detail sheets and references to APWA specifications will be prepared under a subsequent Task Order and in coordination with a Contractor / Construction Manager to be engaged under a separate contract by the Owner.
2. This proposal assumes that design of utilities, including water, sewer, or other private utilities, outside of the immediate project sites is beyond the scope of this proposal.



Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

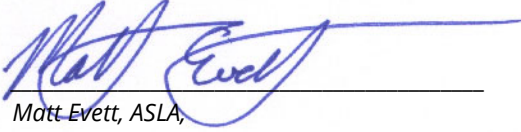
**City of North Kansas City, MO**  
(Owner)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONFLUENCE, Inc.**

By:  \_\_\_\_\_  
Matt Evett, ASLA

Title: Associate Principal

Date: September 1, 2021

## RESOLUTION NO. 21-064

### A RESOLUTION APPROVING FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH BURNS & McDONNELL ENGINEERING COMPANY, INC., FOR A COMPLETED AWIA EMERGENCY RESPONSE PLAN

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**WHEREAS**, the City of North Kansas City, Missouri (the “**City**”) is a body corporate, a third class city and political subdivision of the State of Missouri, duly created, organized and validly existing under and by virtue of the Constitution and laws of the State of Missouri; and

**WHEREAS**, Burns & McDonnell Engineering Company, Inc. (the “**Consultant**”) is presently under contract for certain professional services with the City regarding the City’s water treatment plant and water supply system as approved by passage of Resolution No. 17-087 on December 19, 2017; and

**WHEREAS**, in order to comply with Section 2013 of the America’s Water Infrastructure Act (“AWIA”) of 2018, the City is in need of an Emergency Response Plan (the “**Plan**”); and

**WHEREAS**, the City has determined that the Consultant has the qualifications, experience, expertise and skill to provide the necessary services for the City and to complete the required Plan on behalf of the City; and

**WHEREAS**, the City now desires to amend its existing Professional Services Agreement (the “**Agreement**”) with the Consultant for the services set forth in detail in the First Amendment to Professional Services Agreement (the “**Amendment**”).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of North Kansas City, Missouri, as follows:

**Section 1.** Authorization and Approval of Amendment to Agreement. The City Council hereby authorizes the City to enter into the First Amendment to Professional Services Agreement with BURNS & McDONNELL ENGINEERING COMPANY, INC., in connection with certain professional engineering and related services to be performed on behalf of the City relating to a professionally completed AWIA Emergency Response Plan, which Amendment shall be in substantially the form of Exhibit 1, attached hereto and incorporated herein by reference. The City Council hereby approves the Amendment. The City is hereby authorized to pay the costs associated with the Amendment, provided that such costs do not exceed the amount set forth in the Amendment.

**Section 2.** Further Authority. The City shall, and the mayor, city clerk, city officials and employees of the City are hereby authorized and directed to take such further action, and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

**Section 3.** Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or

phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the City has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

**Section 5.** Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

**Section 6.** Effective Date. This Resolution shall be in full force and effect from and after its passage by the City Council and approval by the Mayor.

**DONE** this 7<sup>th</sup> day of September, 2021.

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Bryant DeLong, *Mayor*

ATTEST:

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Crystal Doss, *City Clerk*

# **EXHIBIT “1”**

## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “**Amendment**”) is entered into this \_\_\_\_\_ day of September, 2021, by and between the **CITY OF NORTH KANSAS CITY, MISSOURI**, a municipal corporation duly organized under the laws of the State of Missouri (the “**City**”), and **BURNS & McDONNELL ENGINEERING COMPANY, INC.**, a Missouri corporation (the “**Consultant**”), with the Consultant and the City each referred to herein as a “**Party**” and collectively the “**Parties**.”

### RECITALS

1. The Parties entered into a certain Professional Services Agreement dated as of December 20, 2017 (the “**Agreement**”), which memorialized certain rights and obligations of each Party in relation to the planning, design and other professional services by the Consultant related to the City’s water treatment and water supply system and facilities as described more fully in the Agreement; and

2. In addition to the competence, experience, expertise, skill, personnel and other resources necessary to perform the services and tasks set forth in the Agreement, the Consultant represents that it and its employees, engineers and other professionals possess the training, experience, expertise, skill, competence, and other necessary resources to perform the additional services described in Attachment 1 hereto and required under the terms of this Amendment; and

3. By Resolution No. 17-087 passed on December 20, 2017, the City Council of the City approved the terms and conditions set forth in the Professional Services Agreement; and

4. By Resolution No. 21-064 passed on September 7, 2021, the City Council of the City has authorized the City’s execution of this Amendment; and

5. Capitalized terms not otherwise defined or redefined herein shall have the same meaning as provided in the Agreement; and

6. The Parties agree that the Agreement is still in full force and effect and has neither expired nor been terminated by either the City or the Consultant as provided for in the Agreement; and

7. The Parties desire to amend the Agreement in accordance with the terms and conditions set forth below for the purpose of (a) the Consultant drafting and providing to the City a professionally completed AWIA Emergency Response Plan on or before November 30, 2021, for the City’s use as set forth in this Amendment and as may be required by law; and (b) the Consultant providing to the City certain engineering and security consulting services to support the City’s compliance with Section 2013 of the America’s Water Infrastructure Act (“**AWIA**”) of 2018 in relation to Emergency Response Plan certification as described more fully in Attachment 1 to this Amendment.

**NOW, THEREFORE**, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Time for Performance. The last sentence of Section 5.1 of the Agreement is hereby amended and restated as follows:

“Based on a notice to proceed in December 2017, an anticipated final completion of the Project by April 14, 2022 is anticipated. The additional work requiring the

Consultant to prepare and complete the AWIA Emergency Response Plan for the City shall be completed and provided to the City on or before November 30, 2021.”

All other terms and conditions of Section 5.1 of the Agreement shall remain unchanged and in full force and effect.

2. Contract Officer. Section 6.2 of the Agreement is hereby amended and restated in its entirety as follows:

“6.2. Contract Officer. Anthony Sands is hereby designated as being the representative the City has authorized to act in its behalf with respect to the Work and Services specified herein and said representative shall make all decisions in connection therewith (“Contract Officer”). The City Administrator or Interim City Administrator of the City shall have the right to designate another Contract Officer by providing written notice to Consultant. The Contract Officer shall not have the authority to amend this Agreement. The Agreement can only be amended in writing and by action of the City Council.”

3. Key Personnel. Section 6.3 of the Agreement is hereby amended and restated in its entirety as follows:

“6.3. Key Personnel. The Consultant’s project team shall work under the direction of the following key personnel: Jessica Borries, a professional engineer and Dana Bruner as Project Engineer. The Consultant shall minimize changes to its key personnel. The City may request key personnel changes, and the City may review and approve key personnel changes proposed by the Consultant. The City will not unreasonably withhold approval of key personnel assignments and changes.”

4. Additional Work. As contemplated by Section 8.3 of the Agreement, “[i]f the City requires additional work not included in this Agreement, the Consultant and the City shall negotiate the additional work, mutually agree on the amount of the additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.” Pursuant to the procedure set forth in Section 8.3 of the Agreement, the Parties agree as follows:

- (a) Additional Work. As set forth in paragraph 7 of the Recitals above, in paragraph 6 of this Amendment, and in **Attachment 1** hereto, the Parties have negotiated and agreed upon the additional work to be performed by the Consultant on behalf of the City;
- (b) Additional Compensation. The Parties mutually agree that the amount of additional compensation for the Additional Work described in Attachment 1 to this Amendment to be paid to the Consultant by the City shall not exceed Thirty-four Thousand Dollars (\$34,000.00); and
- (c) Memorialization of Terms. As required by Section 8.3 of the Agreement, by entering into this Amendment to the Agreement, the Parties have memorialized the terms of both the Additional Work and the Additional Compensation.

5. Notices. Paragraph C of Section 15.14 of the Agreement is hereby amended and restated in its entirety as follows:

“C. At any time, by providing written notice to the other Party, the City or the Consultant may change the place, or facsimile number, for giving notice.

To the City: City of North Kansas City  
2010 Howell  
North Kansas City, Missouri 64116  
Attn: City Administrator  
Tel. No. (816) 274-6000  
Fax. No. (816) 421-5046

To the Consultant:  
Burns & McDonnell Engineering Company, Inc.  
9400 Ward Parkway  
Kansas City, Missouri 64114  
Attn: Jessica Borries, P.E.  
Tel. No. 816-760-2365  
Email Address: [jlborries@burnsmcd.com](mailto:jlborries@burnsmcd.com)”

6. Scope of Additional Work for AWIA Emergency Response Plan. The scope of the additional work to be provided to the City for the AWIA Emergency Response Plan, which is the subject of this Amendment, is set forth in detail in **Attachment 1** and is incorporated herein by reference as though fully set forth in this Amendment.

7. No Modification. Except as specifically modified by this Amendment, each and every other term and condition of the Agreement shall remain unchanged and in full force and effect without modification. The Parties hereto agree that this Amendment is intended to amend the Professional Services Agreement.

8. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. Each Party may rely upon facsimile or electronic mail counterparts of this Amendment signed by the other Party with the same effect as if such Party had received an original counterpart signed by such other Party.

[Remainder of Page Intentionally Blank]

**IN WITNESS WHEREOF**, the City and the Consultant have duly executed this Amendment pursuant to all requisite authorizations as of the date first above written.

**CITY OF NORTH KANSAS CITY,  
MISSOURI,**

a municipal corporation duly organized under  
the laws of the State of Missouri

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Bryant DeLong, *Mayor*

[SEAL]

**ATTEST:**

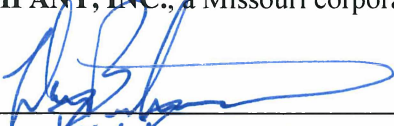
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Crystal Doss, *City Clerk*



**CONSULTANT:**

**BURNS & McDONNELL ENGINEERING  
COMPANY, INC., a Missouri corporation**

By:   
Name: Paul Erickson  
Title: Vice President

**ATTACHMENT 1**

**EXHIBIT D**

**ENGINEER'S SCOPE OF PROFESSIONAL SERVICES**

[See "Engineer's Scope of Professional Services" prepared by Burns & McDonnell Engineering Company, Inc. commencing on following page]

**Attachment 1**  
**ENGINEER'S SCOPE OF PROFESSIONAL SERVICES**

The CONSULTANT shall provide engineering and security consulting services to support the CITY's compliance with Section 2013 of the America's Water Infrastructure Act (AWIA) of 2018 in relation to Emergency Response Plan (ERP) certification. AWIA applies to all community water systems serving a population greater than 3,300 and requires the completion of a Risk and Resilience Assessment (RRA) of water system infrastructure and an update to the water utility's Emergency Response Plan (ERP) within the timeframes outlined in AWIA. The RRA has been completed by the CITY and the CONSULTANT shall provide support in updating the CITY's ERP to incorporate the findings of the RRA. The following scope of services, represents our understanding of the project and level of detail desired by the CITY for the above project.

8. Emergency Response Planning Support

- 8.1. CONSULTANT will prepare for and conduct an ERP Update kickoff meeting with the CITY's key staff members. The goal of the meeting will be to review the major risks determined in the completed RRA, coordinate ERP workshops, and schedule for the EPR development phase.
- 8.2. Document Review and Critical Asset Identification.
- 8.3. Prepare and submit data request list to the CITY.
- 8.4. Emergency Response Support kickoff meeting.
- 8.5. CONSULTANT will prepare and submit data request list to the CITY and perform a cursory review of documents provided by the CITY to obtain an understanding of current physical security, cybersecurity, and vulnerability programs and establish the baseline for developing and updating the ERP information, resources, and strategies.
- 8.6. CONSULTANT will plan for and conduct three ERP coordination meetings. Based on an initial review of the existing ERP, CONSULTANT will coordinate with the CITY to identify any significant changes or updates that have been implemented since the last ERP, as well as new content that should be accounted for. The workshops will be used for coordination required to update the existing plan, development and/or review of media procedures, discussing alternative source water and interconnected utilities, and coordination with local planning and/or emergency responders that may include police, fire, public health, hazardous materials responders, and state and federal reporting and response agencies to provide accurate updates to the CITY's ERP.
- 8.7. The ERP will follow the AWIA Community Water System Emergency Response Plan Template developed by EPA (July 2019) unless the CITY has a preferred ERP layout. The template outlines the minimum ERP criteria required including:
  - 8.7.1. Utility Information – Description of utility including personnel, primary utility components, safety and response resources, key local services, and known key potential contamination sources.
  - 8.7.2. Resilience Strategies – Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system. Roles, responsibilities, and contact information for emergency response partners, key equipment suppliers, or emergency water supply providers. Critical customer

contact list, communication equipment, and media outreach contacts and public notification templates.

- 8.7.3. Emergency Plans and Procedures – Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water.
- 8.7.4. Mitigation Strategies – Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers.
- 8.7.5. Detection Strategies – Strategies that can be used to aid in the detection of unauthorized entry into facilities, water contamination, cyber intrusion, hazardous chemical release, natural hazards, and power outages.
- 8.7.6. Applicable plans, policies, and procedures developed and provided by the CITY and will be incorporated into the ERP Update. If applicable, CONSULTANT will utilize standard operating procedures prepared by the CITY or by EPA and AWWA when available. In addition, documents that may be referred to or incorporated by reference include:
  - 8.7.6.1. Safety Information and Safety Plans.
  - 8.7.6.2. Risk Management Plans.
  - 8.7.6.3. Spill Prevention Control and Countermeasures Plans.
  - 8.7.6.4. Emergency Power Plans.

### **Project Milestones for Item 8 Emergency Response Planning Support**

The schedule for the Base Project Milestones are anticipated as follows:

1. CONSULTANT will proceed with the Base Scope of Services immediately upon receipt of the Notice-to-Proceed (NTP).
2. CONSULTANT will complete the ERP Update Item 8 on or before November 30, 2021.

### **Responsibilities of CITY for Item 8 Emergency Response Planning Support**

The Scope of Services depends on the CITY's involvement in the Project and supplying the information and assistance provided by the CITY's staff or appointed representative. The information relevant to the scope of services is listed below. The CITY is expected to provide assistance by placing at CONSULTANT's disposal all available information pertinent to the assignment. The CONSULTANT shall rely on information made available by the CITY as accurate and without independent verification. Then CONSULTANT will prepare a request for information (RFI) document for CITY.

The CITY is requested to provide the following items, as applicable:

1. Baseline Documents:
  - 1.1. Previously Completed Risk and Resilience Assessment report and supporting documentation.

- 1.2. Any past risk or security assessments including the Vulnerability Assessment used to satisfy the 2002 Bioterrorism Act requirement.
    - 1.2.1. May also include Chlorine Gas Risk Management Plans (RMP) or other treatment chemical related plans.
  - 1.3. Existing Emergency Response Plan or stand-alone Emergency Response SOPs or Procedures.
  - 1.4. Water System Information:
    - 1.4.1. Overall water system (and wastewater system, if applicable) schematic and water system boundary map.
    - 1.4.2. Water rates, demands, etc. (used to calculate minimum water requirements during outages and monetary losses in revenue).
    - 1.4.3. Capital Improvement Projects and budgetary costs.
  - 1.5. Source water protection plans
  - 1.6. Current critical assets list or preliminary critical assets list.
  - 1.7. Facility floorplans and/or site plans of critical infrastructure.
  - 1.8. Key customer list (i.e. hospitals, schools, dialysis patients, industry).
  - 1.9. Chemical supplier list (i.e. providers of vital chemical delivery services).
  - 1.10. Distribution system monitoring practices/procedures (i.e. procedures used to identify/detect distribution system contamination).
  - 1.11. Mutual aid agreements between adjacent utilities such as:
    - 1.11.1. Water system interconnect agreements/plans.
    - 1.11.2. Water/Wastewater Action Response Network (WARN).
    - 1.11.3. Any documented emergency preparedness plans (to understand existing resiliency - i.e. Emergency power supply documentation/plans, tornado preparedness or other natural disaster checklist, emergency drinking water supply (boil or bottled water notice)).
  - 1.12. Business Continuity Plan (or portions thereof).
  - 1.13. National Incident Management System (NIMS) and/or Incident Command System (ICS) Certification documentation.
2. Physical Security Documents/Information:
    - 2.1. Utility Corporate/Physical Security primary point-of-contact.
    - 2.2. List of past security related incidents or criminal history log.
    - 2.3. List of electronic security systems in-use and associated physical security policies/procedures.
    - 2.4. Current electronic security system/device design or as-built drawings.
    - 2.5. Description of planned physical security upgrades or major CIP projects (if any).
  3. Cyber Security Documents/Information:
    - 3.1. IT Systems and OT Systems:
      - 3.1.1. Network diagram.
      - 3.1.2. Number and purpose of network segments.
      - 3.1.3. Approximate total number of systems.

- 3.1.4. Approximate number of systems per network segment.
- 3.2. People and Processes:
  - 3.2.1. Cyber security training.
- 3.3. Past Cyber Security Related Assessments:
  - 3.3.1. Previously conducted network vulnerability assessments.
  - 3.3.2. Cybersecurity areas of concern.
  - 3.3.3. Information regarding past cyber compromises.
- 3.4. List of external interfaces (i.e. IP addresses, VPN names, etc.), whether public facing or private with a service provider.

End of Exhibit D

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## MEMORANDUM



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**TO:** Honorable Mayor DeLong & City Council Members

**FROM:** Anthony Sands, Director of Public Works

**DATE:** September 7th, 2021

**RE:** American's Water Infrastructure Act of 2018

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In October of 2018, the America's Water Infrastructure Act (AWIA) was signed into law. Section 2013 of this law requires community water systems serving more than 3,300 people to develop or update an emergency response plan (ERP). The City of North Kansas City's last ERP was created in 2007 and needs updating. The AWIA specifies the components that the ERP must address and provides guidelines for community water systems to use when creating the ERP. Among the evaluated components are physical security, cyber security, emergency power loss, sampling/analysis, and emergency alternate water supply.

Since 2016, Burns and McDonnell Engineering Company has been actively engaged in assisting the City in redeveloping its water production system. This assistance has included a study of the drinking water supply, analysis of the water treatment plant, and design of new water treatment/production processes and equipment. Currently, Burns & McDonnell is under contract to provide construction phases services for the water treatment plant's \$15-million-dollar renovation. These services include construction observation, reviews of laboratory reports, reviewing construction submittals, addressing any changes encountered during construction, 160 hours of plant start-up and operational assistance, and test/assistance with new computer controls and software.

The new ERP will develop procedures based on these new processes, equipment, and computer systems currently under construction. Staff recommends this new ERP be developed in concert with the water treatment system as it is constructed and brought online. In order to coordinate development of the ERP with the water production system, staff recommends amendment of the contract with Burns and McDonnell to include assistance in creating the new ERP tailored to the new procedures, equipment, and processes. A contract amendment with Burns & McDonnell in the amount of \$34,000 is presented accordingly for Council approval. A budget amendment for this task order follows this item on the City Council agenda.

**RESOLUTION NO. 21-066**

**A RESOLUTION AMENDING THE GAMING FUND BUDGET FOR FISCAL YEAR 2020-2021 IN THE AMOUNT OF \$34,000 FOR DEVELOPING AN EMERGENCY RESPONSE PLAN IN ACCORDANCE WITH THE AMERICA'S WATER INFRASTRUCTURE ACT**

**WHEREAS**, the City of North Kansas City, Missouri adopted the fiscal year 2020-2021 Budget on September 15, 2020, Resolution No. 20-062, using estimates of income and expenditures established at that time; and

**WHEREAS**, in October of 2018, the America's Water Infrastructure Act (AWIA) was signed into law. Section 2013 of this law requires community water systems serving more than 3,300 people to develop or update an emergency response plan (ERP); and

**WHEREAS**, Burns and McDonnell Engineering Company is under contract for a study of the drinking water supply, analysis of the water treatment plant, construction of plant improvements and can develop the ERP in coordination with the Water Treatment Plant's renovation.

**WHEREAS**, a budget amendment appropriating \$34,000 from the Gaming Fund is required to cover the potential cost of this plan development.

**NOW, THEREFORE, BE IT RESOLVED** that the following amendment shall be made to the fiscal year 2020-2021 Budget as follows:

**GAMING FUND**

		<u>Increase</u>	<u>Decrease</u>
<b><u>Revenues</u></b>			
Balance Appropriation	25-4999	\$34,000	
<b><u>Expenditures</u></b>			
Water Plant & Well Rehab (#255-1)	60-560-8730	\$34,000	

**DONE** this 7th of September, 2021

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Bryant DeLong, Mayor

Attest: \_\_\_\_\_  
Crystal Doss, City Clerk



**BILL NO. 7621**

**ORDINANCE NO. 9418**

**AN ORDINANCE AUTHORIZING PAYMENT FOR CERTAIN ACCOUNTS  
DUE AND PAYABLE BY THE CITY THROUGH SEPTEMBER 3, 2021**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NORTH KANSAS  
CITY, MISSOURI, AS FOLLOWS:**

**SECTION 1.** The City Council hereby authorizes payment from the funds of the City of North Kansas City, Missouri, the following sums:

A. General Fund	\$	484,433.70
B. Payroll Transfers		836,069.71
C. Transportation Sales Tax		111,374.38
D. Convention and Tourism		22,900.00
E. Gaming Fund		24,353.83
F. Community Center		109,501.00
G. Water Fund		740,488.27
H. Sewerage System Fund		510,743.03
I. Pension Fund		—
J. Northgate Capital Project		592.50
K. Health Fund		—
L. Communications Fund		—
	\$	<u>2,840,456.42</u>

**SECTION 2.** The City Clerk is hereby authorized and directed to draw checks on the City Treasury to pay the above payments.

**PASSED this 7th day of September, 2021**

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*Mayor*

**APPROVED this 7th day of September, 2021**

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*Mayor*

**ATTEST:**

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*City Clerk*



## PAYMENT ORDINANCE DETAIL FOR SEPTEMBER 10, 2019

	VISA WIRE	CHECK/DRAFT	TOTAL
GENERAL FUND	22,923.65	461,510.05	484,433.70
PARKS & RECREATION	8,782.38	35,851.92	44,634.30
LIBRARY	973.26	18,364.88	19,338.14
TRANSPORTATION	7,117.54	104,256.84	111,374.38
CONVENTION AND TOURISM	650.00	22,250.00	22,900.00
GAMING FUND	1,291.54	23,062.29	24,353.83
NORTHGATE CAPITAL PROJECT	—	592.50	592.50
HEALTH FUND	—	—	—
WATER	1,528.92	738,959.35	740,488.27
SEWER	774.55	509,968.48	510,743.03
COMMUNITY CENTER	—	109,501.00	109,501.00
COMMUNICATIONS FUND	—	—	—
PENSION	—	—	—
<b>REPORT SUB-TOTAL</b>	<b>\$ 44,041.84</b>	<b>\$ 2,024,317.31</b>	<b>\$ 2,068,359.15</b>

<b>PAYROLL TRANSFERS THROUGH SEPTEMBER 10, 2019</b>	417,851.31
	418,218.40

**Total Payments \$ 2,904,428.86**

Less Parks & Library (63,972.44)

**ORDINANCE TOTAL \$ 2,840,456.42**



# Expense Approval Report

## By Segment (Select Below)

Payment Dates 8/18/2021 - 9/8/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Natalie Phillips	7/09/21	07/09/2021	Shelter #2 Refund	20-4661	50.00
AMERICAN FAMILY LIFE ASSU	AFLAC Aug 2021	08/18/2021	AMERICAN FAMILY LIFE ASSU	10-2249	5,293.25
AMERICAN FAMILY LIFE ASSU	AFLAC Aug 2021	08/18/2021	AMERICAN FAMILY LIFE ASSU	10-2254	2,343.62
AMERICAN FAMILY LIFE ASSU	AFLAC Aug 2021	08/18/2021	AMERICAN FAMILY LIFE ASSU	20-2249	204.24
AMERICAN FAMILY LIFE ASSU	AFLAC Aug 2021	08/18/2021	AMERICAN FAMILY LIFE ASSU	20-2254	73.40
AMERICAN FAMILY LIFE ASSU	AFLAC Aug 2021	08/18/2021	AMERICAN FAMILY LIFE ASSU	22-2249	52.00
AMERICAN FAMILY LIFE ASSU	AFLAC Aug 2021	08/18/2021	AMERICAN FAMILY LIFE ASSU	22-2254	116.22
AMERICAN FAMILY LIFE ASSU	AFLAC Aug 2021	08/18/2021	AMERICAN FAMILY LIFE ASSU	60-2249	286.28
AMERICAN FAMILY LIFE ASSU	AFLAC Aug 2021	08/18/2021	AMERICAN FAMILY LIFE ASSU	60-2254	99.46
AMERICAN FAMILY LIFE ASSU	AFLAC Aug 2021	08/18/2021	AMERICAN FAMILY LIFE ASSU	61-2249	184.66
AMERICAN FAMILY LIFE ASSU	AFLAC Aug 2021	08/18/2021	AMERICAN FAMILY LIFE ASSU	61-2254	75.64
VOYA 457	VOYA 8-20-21	08/18/2021	VOYA 457	10-2253	2,001.45
VOYA 457	VOYA 8-20-21	08/18/2021	VOYA 457	21-2253	45.96
VISION SERVICE PLAN INSURA	VSP Sept 2021	08/18/2021	RETIREE PREMIUM	10-1106	66.52
VISION SERVICE PLAN INSURA	VSP Sept 2021	08/18/2021	VSP PREMIUM	10-2255	2,325.69
VISION SERVICE PLAN INSURA	VSP Sept 2021	08/18/2021	VSP PREMIUM	20-2255	98.73
VISION SERVICE PLAN INSURA	VSP Sept 2021	08/18/2021	VSP PREMIUM	21-2255	51.74
VISION SERVICE PLAN INSURA	VSP Sept 2021	08/18/2021	VSP PREMIUM	22-2255	57.02
VISION SERVICE PLAN INSURA	VSP Sept 2021	08/18/2021	VSP PREMIUM	60-2255	172.12
VISION SERVICE PLAN INSURA	VSP Sept 2021	08/18/2021	VSP PREMIUM	61-2255	115.10
Angie Talbert	8/16/21	08/19/2021	SHELTER #2 DEPOSIT REFUND	20-4661	50.00
DAVID G A BECKER	8/17/21	08/19/2021	Carl J Burkitt 190088368	10-3020	250.00
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	ICMA - EE	10-2252	8,442.34
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	ICMA - EE	10-2259	1,421.13
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	ICMA - EE	20-2252	39.72
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	ICMA	20-2259	173.08
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	ICMA - EE	22-2252	462.24
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	ICMA - EE	60-2252	514.87
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	ICMA	60-2259	47.54
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	DEFERRED COMP	61-2252	157.60
CITY OF NORTH KANSAS CITY	INV0001506	08/19/2021	FLEX DC	10-2266	333.33
CITY OF NORTH KANSAS CITY	INV0001506	08/19/2021	FLEX MEDICAL	10-2267	940.51
CITY OF NORTH KANSAS CITY	INV0001506	08/19/2021	FLEX MEDICAL	20-2267	218.75
CITY OF NORTH KANSAS CITY	INV0001506	08/19/2021	FLEX MEDICAL	22-2267	41.67
CITY OF NORTH KANSAS CITY	INV0001506	08/19/2021	FLEX MEDICAL	60-2267	104.17
USBANK - INSTITUTIONAL T	INV0001507	08/19/2021	P&F PENSION POLICE-EE	10-2251	2,699.31
USBANK - INSTITUTIONAL T	INV0001507	08/19/2021	P&F PENSION FIRE-EE	10-2251	4,232.23
I.A.F.F. LOCAL 42	INV0001508	08/19/2021	PR DEDUCT	10-2268	4,573.80
I.A.F.F. LOCAL 42 PAC	INV0001509	08/19/2021	IAFF, LOCAL 42, PAC	10-2268	83.00
WEST CENTRAL MO REG LOD	INV0001510	08/19/2021	PR DEDUCTS	10-2268	1,497.84
NKC FIRE FIGHTERS COMMUN	INV0001511	08/19/2021	N.K.C. FIRE DEPT POP FUND	10-2265	595.00
UNITED WAY OF GREATER KA	INV0001512	08/19/2021	PR DEDUCTS	10-2260	20.00
ICMA - RHS	RHS Hauber 8-20-21	08/19/2021	Hauber RHS Payment	10-2256	3,479.89
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	RETIREE PORTION HEALTH	10-1106	4,883.94
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	EE HEALTH PREM	10-2247	33,851.20
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	EE HEALTH PREM	20-2247	771.10
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	EE HEALTH PREM	21-2247	901.72
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	EE HEALTH PREM	22-2247	1,940.35
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	1927.34	60-2247	2,395.70
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	EE HEALTH PREM	61-2247	909.70
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	COBRA DENTAL	10-1106	194.75
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	EE DENTAL	10-2245	1,542.04
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	EE DENTAL	20-2245	57.48
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	EE DENTAL	21-2245	40.56

## Expense Approval Report

Payment Dates: 8/18/2021 - 9/8/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	EE DENTAL	22-2245	73.40
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	EE DENTAL	60-2245	115.30
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	EE DENTAL	61-2245	53.30
CONTINENTAL AMERICAN INS	INV0001514	08/23/2021	CI PREMIUM	10-2257	246.90
CONTINENTAL AMERICAN INS	INV0001514	08/23/2021	CI PREMIUM	22-2257	35.40
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - EE	10-2243	3,013.11
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - EE	20-2243	51.00
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - EE	22-2243	263.10
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - EE	60-2243	62.90
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - EE	61-2243	122.10
Marylou Garrett	8/23/21	08/25/2021	Shelter #2 deposit Refund	20-4661	50.00
Chicago Auto Acceptance Cor	8/26/21	08/26/2021	Refund of Late fee waived by	10-4501	182.00
Drive Now Auto Credit Inc	8/26/21	08/26/2021	Refund of Late Fee Waived by	10-4501	394.00
TYLER TECHNOLOGIES INC	025-345862	09/01/2021	Prepiad Incode Annual Servic	10-1350	36,941.72
ICMA MEMBERSHIP	638882 2022	08/30/2021	ANNUAL DUES 7/1/2021--6/3	10-1350	1,134.22
Stella Mahadi	8/30/21	08/30/2021	Shelter # 1 Deposit Refund	20-4661	50.00
Richard Lucas	8/31/21	08/31/2021	Bond Return #190091296	10-2430	475.00
Joseph T. Fritz	8/31/21	08/31/2021	Bond Return #190088189	10-2430	225.00
UNITED STATES TREASURY	8/31/21	08/31/2021	3/31/21 Families First Reimbu	10-4419	20,316.55
CITY OF NORTH KANSAS CITY	INV0001516	09/01/2021	FLEX DC	10-2266	333.33
CITY OF NORTH KANSAS CITY	INV0001516	09/01/2021	FLEX MEDICAL	10-2267	940.51
CITY OF NORTH KANSAS CITY	INV0001516	09/01/2021	FLEX MEDICAL	20-2267	218.75
CITY OF NORTH KANSAS CITY	INV0001516	09/01/2021	FLEX MEDICAL	22-2267	41.67
CITY OF NORTH KANSAS CITY	INV0001516	09/01/2021	FLEX MEDICAL	60-2267	104.17
USBANK - INSTITUTIONAL T	INV0001517	09/01/2021	P&F PENSION FIRE-EE	10-2251	4,362.51
USBANK - INSTITUTIONAL T	INV0001517	09/01/2021	P&F PENSION POLICE-EE	10-2251	2,646.21
DAVID G A BECKER	9/2/21	09/02/2021	CANDACE MORRIS #1900895	10-3020	150.00
					<b>164,181.81</b>
<b>Department: 505 - ADMINISTRATION</b>					
VOYA 457	VOYA 8-20-21	08/18/2021	VOYA 457	10-505-5210	72.55
MOCCFOA - WESTERN DIVISI	8/12/21	08/19/2021	Western Division Meeting	10-505-5426	8.50
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	DEFERRED COMP	10-505-5210	840.89
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	ER HEALTH PREM	10-505-5310	13,077.80
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	ER DENTAL	10-505-5310	993.67
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - ER	10-505-5310	58.56
MISSOURI MUNICIPAL LEAGU	8-24-21	08/25/2021	MMAA Full Membership	10-505-6220	55.00
VERIZON WIRELESS SVCS LLC	9886268813	08/25/2021	ACCT #985727689-00001	10-505-6735	277.72
MISSOURI LAGERS	LAGERS AUG 2021	08/27/2021	MISSOURI LAGERS	10-505-5220	15,256.47
OFFICE DEPOT INC	186086996001	08/30/2021	OFFICE SUPPLIES	10-505-7001	98.85
OFFICE DEPOT INC	186094428001	08/30/2021	OFFICE SUPPLIES	10-505-7001	24.99
OFFICE DEPOT INC	191282782001	09/01/2021	OFFICE SUPPLIES	10-505-7001	135.74
<b>Department 505 - ADMINISTRATION Total:</b>					<b>30,900.74</b>
<b>Department: 506 - MUNICIPAL COURT</b>					
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	DEFERRED COMP	10-506-5210	70.78
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	ER HEALTH PREM	10-506-5310	1,899.94
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	ER DENTAL	10-506-5310	70.13
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - ER	10-506-5310	14.00
MISSOURI LAGERS	LAGERS AUG 2021	08/27/2021	MISSOURI LAGERS	10-506-5220	1,085.63
<b>Department 506 - MUNICIPAL COURT Total:</b>					<b>3,140.48</b>
<b>Department: 507 - ECONOMIC DEVELOPMENT</b>					
BRYAN CAVE LEIGHTON PAISN	11042017	09/01/2021	18TH & SWIFT -- MASTER DEV	10-507-6030	3,081.00
<b>Department 507 - ECONOMIC DEVELOPMENT Total:</b>					<b>3,081.00</b>
<b>Department: 510 - FIRE</b>					
MEDASSURE HEARTLAND LLC	137094	08/18/2021	Bio-Waste removal	10-510-7011	82.40
MEDASSURE HEARTLAND LLC	137249	08/18/2021	Bio-Waste removal	10-510-7011	41.20
OFFICE DEPOT INC	185922791001	08/18/2021	Commercial Coffee Filters, Me	10-510-7001	32.76
Meatball Dreams LLC	2021-08122021	08/18/2021	Box lunches for Paramedic Tra	10-510-5426	330.00
ZOLL MEDICAL CORP	3338222	08/18/2021	Thermal paper	10-510-7011	39.32
ZOLL MEDICAL CORP	3338246	08/18/2021	Dual Lumen tubing	10-510-7011	55.00

## Expense Approval Report

Payment Dates: 8/18/2021 - 9/8/2021

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ED M FELD EQUIPMENT CO IN	391156-IN	08/18/2021	905 Park brake faulty & install	10-510-7140	301.37
HONEYWELL ANALYTICS INC	5257171070	08/18/2021	PosiCheck Annual Maintenanc	10-510-7120	850.00
HI-GENE'S JANITORIAL SVC IN	71630	08/18/2021	Grout & Tile cleaning maind &	10-510-7014	1,030.00
BOUND TREE MEDICAL LLC	84158182	08/18/2021	ATROPINE, LUER JET, pack	10-510-7011	202.43
BOUND TREE MEDICAL LLC	84159980	08/18/2021	Catheter & Luer Jet	10-510-7011	211.96
BOUND TREE MEDICAL LLC	84165575	08/18/2021	Hose, Compace Ohmeda Cou	10-510-7011	69.11
VOYA 457	VOYA 8-20-21	08/18/2021	VOYA 457	10-510-5210	301.99
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	DEFERRED COMP	10-510-5210	1,406.02
USBANK - INSTITUTIONAL T	INV0001507	08/19/2021	P&F PENSION FIRE-ER	10-510-5220	9,420.04
BLUE CROSS BLUE SHIELD OF	8-23-21	08/23/2021	8-23-21 PCA Invoice	10-510-5310	515.62
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	ER HEALTH PREM	10-510-5310	55,202.78
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	4422.26ER DENTAL	10-510-5310	3,817.80
OFFICE DEPOT INC	187773889001	08/24/2021	Paper, large shipping envelop	10-510-7001	71.00
MEDLINE INDUSTRIES INC	1961525437	08/24/2021	Exam sterile Gloves	10-510-7011	305.40
ZOLL MEDICAL CORP	3343140	08/24/2021	4 ECG Electordes 1 case	10-510-7011	143.14
ADVANCED DATA PROCESSIN	601450	08/24/2021	Monthly Ambulance collectio	10-510-6305	865.54
BOUND TREE MEDICAL LLC	84169520	08/24/2021	Single limb circuit valve	10-510-7011	130.65
BOUND TREE MEDICAL LLC	84171606	08/24/2021	Electrode 4 Lead	10-510-7011	374.40
BOUND TREE MEDICAL LLC	84171607	08/24/2021	Electrode 4 Lead	10-510-7011	65.00
BOUND TREE MEDICAL LLC	84173412	08/24/2021	Oxygen nasal cannula	10-510-7011	207.87
BOUND TREE MEDICAL LLC	84175393	08/24/2021	Exam Gloves all sizes	10-510-7011	429.00
BOUND TREE MEDICAL LLC	84175394	08/24/2021	Sterile Prep pad	10-510-7011	8.04
VOYAGER FLEET SYSTEMS, INC	8692616772135	08/24/2021	SERVICE THRU 02/24/2020 AC	10-510-7075	3,146.33
GALLS LLC	BC1421332	08/24/2021	Complete Class A Uniform	10-510-7050	784.01
Office Essentials Inc	CIV1599208	08/24/2021	Toilet paper, Paper towels, bo	10-510-7014	158.53
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - ER	10-510-5310	427.00
CENTRAL JACKSON CO FPD	TC21-149	08/24/2021	Paramedic Tuition for 4 emplo	10-510-5426	3,400.00
VERIZON WIRELESS SVCS LLC	9886268813	08/25/2021	ACCT #985727689-00001	10-510-6735	40.67
VERIZON WIRELESS SVCS LLC	9886268813	08/25/2021	ACCT #985727689-00001	10-510-7125	560.14
MISSOURI LAGERS	LAGERS AUG 2021	08/27/2021	MISSOURI LAGERS	10-510-5220	477.19
BLUE CROSS BLUE SHIELD OF	8/30/21	09/01/2021	8/30 PCA Invoice	10-510-5310	98.18
USBANK - INSTITUTIONAL T	INV0001517	09/01/2021	P&F PENSION FIRE-ER	10-510-5220	9,709.99
				<b>Department 510 - FIRE Total:</b>	<b>95,311.88</b>

## Department: 515 - POLICE

VOYA 457	VOYA 8-20-21	08/18/2021	VOYA 457	10-515-5210	145.50
BOARD OF POLICE COMMISSI	10793	08/19/2021	TUITION X5	10-515-5426	6,195.90
BOARD OF POLICE COMMISSI	10793	08/19/2021	HANEY, FILGER, WEIGART, OJE	10-515-5428	20,000.00
ERGOMETRICS & APPL PERSO	140232	08/19/2021	SGT PROMOTIONAL PROCESS	10-515-6324	782.60
LEADSONLINE LLC	320474	08/19/2021	LEADSONLINE 21-22	10-515-6110	2,933.00
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	DEFERRED COMP	10-515-5210	2,177.62
USBANK - INSTITUTIONAL T	INV0001507	08/19/2021	P&F PENSION POLICE-ER	10-515-5220	6,008.13
CLAY COUNTY SHERIFF DEPT	INV0001513	08/19/2021	INMATE HOUSING JULY 2021	10-515-7020	2,808.00
GULF STATES DISTRIBUTORS C	1394631-IN	08/23/2021	9MM 124gr FMJ	10-515-7028	2,457.75
JASON B HODGDON	6869	08/23/2021	JAIL CELL BIO DECON	10-515-7020	95.00
BLUE CROSS BLUE SHIELD OF	8-23-21	08/23/2021	8-23-21 PCA Invoice	10-515-5310	91.84
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	ER HEALTH PREM	10-515-5310	53,961.67
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	ER DENTAL	10-515-5310	3,763.63
GT DISTRIBUTORS INC	INV0857530	08/23/2021	OUTER VEST CARRIER POUCH	10-515-7050	146.00
Leatham Family LLC	0393380-IN	08/24/2021	PD - Badges	10-515-7050	205.00
Leatham Family LLC	0393897-IN	08/24/2021	PD - Badges	10-515-7050	1,104.50
VOYAGER FLEET SYSTEMS, INC	8692616772135	08/24/2021	SERVICE THRU 02/24/2020 AC	10-515-7075	4,736.55
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - ER	10-515-5310	336.00
BORESOW CHEMICAL CO, INC	044821 AND 044821.1	08/25/2021	PLATES	10-515-6395	98.95
BORESOW CHEMICAL CO, INC	044821 AND 044821.1	08/25/2021	PLATES AND PLASTICWARE	10-515-6395	407.80
REJIS COMMISSION	467111	08/25/2021	REJIS AUG 2021	10-515-6060	946.58
THE MEDICAL LAUNDRY SERVI	617031, 617215, 617411, 617	08/25/2021	JAIL LAUNDRY 07-07-21	10-515-7020	34.80
THE MEDICAL LAUNDRY SERVI	617031, 617215, 617411, 617	08/25/2021	JAIL LAUNDRY 06-30	10-515-7020	34.80
THE MEDICAL LAUNDRY SERVI	617031, 617215, 617411, 617	08/25/2021	JAIL LAUNDRY 07-21-21	10-515-7020	34.80
THE MEDICAL LAUNDRY SERVI	617031, 617215, 617411, 617	08/25/2021	JAIL LAUNDRY 07-14-21	10-515-7020	34.80
VERIZON WIRELESS SVCS LLC	9886268813	08/25/2021	ACCT #985727689-00001	10-515-6060	520.13

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VERIZON WIRELESS SVCS LLC	9886268813	08/25/2021	ACCT #985727689-00001	10-515-6735	540.39
VERIZON WIRELESS SVCS LLC	9886268813	08/25/2021	ACCT #985727689-00001	10-515-7018	40.01
MISSOURI LAGERS	LAGERS AUG 2021	08/27/2021	MISSOURI LAGERS	10-515-5220	5,665.12
MO POLICE CHIEFS ASSN	3297	08/30/2021	MPCA MEMBERSHIP RENEWA	10-515-6220	225.00
OUTDOOR RESTROOMS LLC	476609	08/30/2021	RANGE RESTROOM SERVICE S	10-515-7022	55.00
JASON B HODGDON	6887	08/31/2021	BIO DECON JAIL	10-515-7020	95.00
CROSS CORPORATION	58300	08/31/2021	EVIDENCE BAGS	10-515-7020	532.00
THE CHILDREN'S MERCY HOSP	8000010962	08/31/2021	LAB FEES	10-515-7018	1,263.00
BLUE CROSS BLUE SHIELD OF	8/30/21	09/01/2021	8/30 PCA Invoice	10-515-5310	415.52
USBANK - INSTITUTIONAL T	INV0001517	09/01/2021	P&F PENSION POLICE-ER	10-515-5220	5,889.93
<b>Department 515 - POLICE Total:</b>					<b>124,782.32</b>

Department: 521 - BUILDINGS & GROUNDS

MISSOURI DOOR CO INC	36158	08/16/2021	Garage door repair	10-521-7110	152.76
HI-GENE'S JANITORIAL SVC IN	71631	08/16/2021	monthly custodial CH & PD	10-521-6330	1,175.00
VOYA 457	VOYA 8-20-21	08/18/2021	VOYA 457	10-521-5210	63.50
ICMA - RC RETIREMENT COM	ICMAMsq 8-20-21	08/19/2021	DEFERRED COMP	10-521-5210	165.87
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	ER HEALTH PREM	10-521-5310	5,588.57
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	ER DENTAL	10-521-5310	357.80
VOYAGER FLEET SYSTEMS, INC	8692616772135	08/24/2021	SERVICE THRU 02/24/2020 AC	10-521-7075	560.88
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - ER	10-521-5310	11.56
VERIZON WIRELESS SVCS LLC	9886268813	08/25/2021	ACCT #985727689-00001	10-521-6735	81.34
MISSOURI LAGERS	LAGERS AUG 2021	08/27/2021	MISSOURI LAGERS	10-521-5220	2,103.47
SJPJ LLC	2642-73013	09/01/2021	Window Cleaning	10-521-7110	675.00
COMMERCIAL LAWN CARE IN	3184	09/01/2021	Mowing	10-521-7160	450.00
COMMERCIAL LAWN CARE IN	3210	09/01/2021	Mowing	10-521-7160	255.00
COMMERCIAL LAWN CARE IN	3229	09/01/2021	Mowing	10-521-7160	300.00
REDLINE AUTOMATIC FIRE	3405	09/01/2021	5-Year Internal Pipe Inspectio	10-521-7110	4,185.00
QUALITY PLUMBING INC	8215987	09/01/2021	Plumbing Repair	10-521-7110	305.00
DH PACE COMPANY INC	861415	09/01/2021	Door Repair	10-521-7110	804.50
DH PACE COMPANY INC	861431	09/01/2021	Door Repair Fire Station #1	10-521-7110	298.20
CENTRAL POWER SYSTEMS &	R114007651	09/01/2021	Quarterly Generator Inspectio	10-521-7110	295.00
CENTRAL POWER SYSTEMS &	R114007862	09/01/2021	Generator Repair	10-521-6090	1,343.17
SAM'S CLUB	Invoice 3003	09/02/2021	Past Due Invoice 3003	10-521-7006	180.95
<b>Department 521 - BUILDINGS &amp; GROUNDS Total:</b>					<b>19,352.57</b>

Department: 524 - CONVENTION & TOURISM

MATHEW MAYNOR	120466	08/30/2021	MONTHLY MAINTENANCE -- E	24-524-6090	125.00
NORTHLAND FESTIVALS	FINAL PAYMENT	08/30/2021	SPOOKY SNAKE SATURDAY	24-524-6090	22,000.00
MATHEW MAYNOR	120470	09/01/2021	MONTHLY SECURITY AND MAI	24-524-6090	125.00
<b>Department 524 - CONVENTION &amp; TOURISM Total:</b>					<b>22,250.00</b>

Department: 525 - PUBLIC WORKS ADMIN

VOYA 457	VOYA 8-20-21	08/18/2021	VOYA 457	10-525-5210	76.19
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	ER HEALTH PREM	10-525-5310	1,286.63
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	ER DENTAL	10-525-5310	67.18
VOYAGER FLEET SYSTEMS, INC	8692616772135	08/24/2021	SERVICE THRU 02/24/2020 AC	10-525-7075	157.45
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - ER	10-525-5310	21.00
VERIZON WIRELESS SVCS LLC	9886268813	08/25/2021	ACCT #985727689-00001	10-525-6735	118.33
MISSOURI LAGERS	LAGERS AUG 2021	08/27/2021	MISSOURI LAGERS	10-525-5220	2,074.17
Wilson & Company	97233	09/01/2021	On-Call Engineering	10-525-6040	490.00
<b>Department 525 - PUBLIC WORKS ADMIN Total:</b>					<b>4,290.95</b>

Department: 526 - COMMUNITY DEVELOPMENT

SPRINT SPECTRUM LP	8/10/21	08/19/2021	Service 7/7 to 8/6	10-526-6735	99.98
ICMA - RC RETIREMENT COM	ICMAMsq 8-20-21	08/19/2021	DEFERRED COMP	10-526-5210	283.41
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	ER HEALTH PREM	10-526-5310	5,596.30
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	ER DENTAL	10-526-5310	397.37
VOYAGER FLEET SYSTEMS, INC	8692616772135	08/24/2021	SERVICE THRU 02/24/2020 AC	10-526-7075	65.02
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - ER	10-526-5310	35.00
VERIZON WIRELESS SVCS LLC	9886268813	08/25/2021	ACCT #985727689-00001	10-526-6735	323.42
MISSOURI LAGERS	LAGERS AUG 2021	08/27/2021	MISSOURI LAGERS	10-526-5220	3,014.56
CYPRESS MEDIA, LLC	123023	09/01/2021	September PC Notice	10-526-6347	243.76

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NECCO COFFEE INC	134639	09/01/2021	Necco 8/13/21	10-526-7001	41.42
NECCO COFFEE INC	135277	09/01/2021	Necco Coffee 8/27/21	10-526-7001	98.94
BRIAN CLARK & ASSOCIATES I	20573	09/01/2021	Professional Services 2/11/21	10-526-6090	1,800.00
IDENTITY MARKETING GROUP	729563	09/01/2021	Buttons	10-526-6347	179.35
<b>Department 526 - COMMUNITY DEVELOPMENT Total:</b>					<b>12,178.53</b>
<b>Department: 533 - INTERDEPARTMENTAL</b>					
Evergy	08/09/21	08/19/2021	SERVICE 7/8 TO 8/8	10-533-6710	13,633.70
WINDSTREAM CORPORATION	5458966	08/19/2021	8/8/19-9/8/19 SERVICES ACCT	10-533-6730	558.31
Charter Communications Hold	8/10/21	08/19/2021	Service 8/1 to 9/9 ADMIN	10-533-6337	51.06
Charter Communications Hold	8/10/21	08/19/2021	Service 8/1 to 9/9 PD	10-533-6337	119.14
Evergy	8/10/21	08/19/2021	SERVICE 7/11 TO 8/9	10-533-6710	89.64
Evergy	8/12/21	08/19/2021	SERVICE 7/12 TO 8/10	10-533-6710	691.58
AT&T	8/19/21	08/19/2021	Service From 6/19-7/18/20 Ac	10-533-6730	374.68
MCI	08/25/21	08/25/2021	BILL PAYER ID #93147422	10-533-6730	369.09
SPIRE MISSOURI INC	08/27/21	08/27/2021	Various Accounts Paid	10-533-6720	152.48
<b>Department 533 - INTERDEPARTMENTAL Total:</b>					<b>16,039.68</b>
<b>Department: 535 - GAMING</b>					
Wilson & Company	97753	08/12/2021	TASK ORDER NO 3 16TH AND	25-535-8770	8,478.00
OPTX COMMUNICATIONS INC	2021-413	08/25/2021	REPAIR FIBER ALONG ARMOU	25-535-8760	1,713.68
911 CUSTOM LLC	45005 / 45875	08/26/2021	DET 2 CHANGEOVER	25-535-8750	2,018.93
911 CUSTOM LLC	45005 / 45875	08/26/2021	DET 1 CHANGEOVER	25-535-8750	2,018.93
BRYAN CAVE LEIGHTON PAISN	11042005	09/01/2021	ARRA -- GROCERY STORE	25-535-8700	4,700.50
BRYAN CAVE LEIGHTON PAISN	11042010	09/01/2021	ARRA -- COMPONENT DEVELO	25-535-8700	1,027.00
BRYAN CAVE LEIGHTON PAISN	11042011	09/01/2021	ARRA -- MASTER DEVELOPME	25-535-8700	1,698.50
BRYAN CAVE LEIGHTON PAISN	11042012	09/01/2021	ARRA -- COMPONENT DEVELO	25-535-8700	256.75
COMMERCIAL LAWN CARE IN	3208	09/01/2021	One North Mowing	25-535-8700	1,150.00
<b>Department 535 - GAMING Total:</b>					<b>23,062.29</b>
<b>Department: 536 - NORTHGATE</b>					
BRYAN CAVE LEIGHTON PAISN	11042015	09/01/2021	NORTHGATE DEVELOPMENT -	44-536-6030	592.50
<b>Department 536 - NORTHGATE Total:</b>					<b>592.50</b>
<b>Department: 540 - PARKS &amp; RECREATION</b>					
Evergy	08/09/21	08/19/2021	SERVICE 7/8 TO 8/8	20-540-6710	2,781.60
Amy Vance	1/5/21	08/19/2021	Yoga in the Park Sat. Series	20-540-7090	50.00
ANGEL WASHINGTON-EL	2	08/19/2021	Instructor Fees for Braid Girls	20-540-7090	600.00
The Clark Enersen Partners	323-003-21, 1	08/19/2021	schematic layout and scope, d	20-540-7190	2,200.00
FRY & ASSOCIATES, INC	32408	08/19/2021	memorial bench for Ibarra fa	20-540-7190	1,367.25
WINDSTREAM CORPORATION	5458966	08/19/2021	8/8/19-9/8/19 SERVICES ACCT	20-540-6730	30.34
Evergy	8/10/21	08/19/2021	SERVICE 7/11 TO 8/9	20-540-6710	27.00
Evergy	8/12/21	08/19/2021	SERVICE 7/12 TO 8/10	20-540-6710	18.18
Evergy	8/16/21	08/19/2021	Service 7/15 to 8/15	20-540-6710	138.48
AT&T	8/19/21	08/19/2021	Service From 6/19-7/18/20 Ac	20-540-6730	174.74
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	DEFERRED COMP	20-540-5210	126.02
SCOOPING KC LLC	01	08/20/2021	monthly service plus first time	20-540-7190	230.00
PEAK SOFTWARE SYSTEMS, IN	023546	08/20/2021	software for Sportsman and i	20-540-7006	5,174.95
MID-AMERICA GOLF & LANDS	1014045473	08/23/2021	Macken Baseball Field Renova	20-540-8770	11,148.50
BLUE CROSS BLUE SHIELD OF	8-23-21	08/23/2021	8-23-21 PCA Invoice	20-540-5310	143.63
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	ER HEALTH PREM	20-540-5310	3,084.41
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	ER DENTAL	20-540-5310	352.79
VOYAGER FLEET SYSTEMS, INC	8692616772135	08/24/2021	SERVICE THRU 02/24/2020 AC	20-540-7075	309.26
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - ER	20-540-5310	42.00
UNIV OF MO EXT COUNCIL OF	8/25/21	08/25/2021	Payment for Arts & Entrepren	20-540-7090	96.00
VERIZON WIRELESS SVCS LLC	9886268813	08/25/2021	ACCT #985727689-00001	20-540-6735	223.37
SPIRE MISSOURI INC	08/27/21	08/27/2021	Various Accounts Paid	20-540-6720	66.30
MISSOURI LAGERS	LAGERS AUG 2021	08/27/2021	MISSOURI LAGERS	20-540-5220	2,134.49
BEARS PRINTING & BINDERY, I	015295	08/30/2021	Encore - Seniors News Letter	20-540-6630	345.90
The Clark Enersen Partners	10	08/30/2021	MACKEN PARK BALL DIAMON	20-540-8770	1,500.00
OFFICE DEPOT INC	187936788001	08/30/2021	Horizon Sign Holders for Mack	20-540-7190	119.40
KELLER FIRE & SAFETY INC	274491	08/30/2021	HD Fire Suppression System	20-540-7110	275.56
HI-GENE'S JANITORIAL SVC IN	71634	08/30/2021	August Cleaning of the buildin	20-540-7110	650.00



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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
IDENTITY MARKETING GROUP	729404	08/30/2021	Staff Jacket	20-540-6620	35.50
AMERICAN FUSION LLC	8.28.21	08/31/2021	hotdogs for back to school mo	20-540-6620	300.00
<b>Department 540 - PARKS &amp; RECREATION Total:</b>					<b>33,745.67</b>

Department: 543 - COMMUNITY CENTER

YMCA OF GREATER KANSAS CI	YMCA3Q2021	09/01/2021	3Q Deficit Estimate	63-543-6096	109,501.00
<b>Department 543 - COMMUNITY CENTER Total:</b>					<b>109,501.00</b>

Department: 550 - LIBRARY

VOYA 457	VOYA 8-20-21	08/18/2021	VOYA 457	21-550-5210	45.96
Evergy	08/09/21	08/19/2021	SERVICE 7/8 TO 8/8	21-550-6710	7,178.12
AT&T	8/19/21	08/19/2021	Service From 6/19-7/18/20 Ac	21-550-6730	174.72
AT&T	816221-3360 367 3	08/19/2021	Service 8/19 to 9/18 Library	21-550-6730	555.39
VERIZON WIRELESS SVCS LLC	9886866403	08/22/2021	Services	21-550-6730	107.44
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	ER HEALTH PREM	21-550-5310	3,606.86
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	ER DENTAL	21-550-5310	249.03
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - ER	21-550-5310	28.00
MISSOURI LAGERS	LAGERS AUG 2021	08/27/2021	MISSOURI LAGERS	21-550-5220	1,940.06
Blackstone Audio Inc.	1238920	08/30/2021	AUDIOVISUAL	21-550-7340	92.83
MIDWEST TAPE LLC	500808035	08/30/2021	AUDIOVISUAL	21-550-7340	22.49
MIDWEST TAPE LLC	500842203	08/30/2021	AUDIOVISUAL	21-550-7340	23.24
MIDWEST TAPE LLC	500872180	08/30/2021	AUDIOVISUAL	21-550-7340	21.74
MIDWEST TAPE LLC	500872181	08/30/2021	SUDIOVISUAL	21-550-7340	41.98
WELLS FARGO FINANCIAL LEA	5016437830	08/30/2021	MAINT AGREEMENT	21-550-6110	92.00
INGRAM LIBRARY SERVICES	54089854	08/30/2021	BOOKS	21-550-7370	322.52
INGRAM LIBRARY SERVICES	54089855	08/30/2021	BOOKS	21-550-7370	184.60
INGRAM LIBRARY SERVICES	54103944	08/30/2021	BOOKS	21-550-7370	242.02
INGRAM LIBRARY SERVICES	54150679	08/30/2021	BOOKS	21-550-7370	214.08
INGRAM LIBRARY SERVICES	54260715	08/30/2021	BOOKS	21-550-7370	704.07
INGRAM LIBRARY SERVICES	54308528	08/30/2021	BOOKS	21-550-7370	393.72
INGRAM LIBRARY SERVICES	54352520	08/30/2021	BOOKS	21-550-7370	228.39
UNIQUE MANAGEMENT SERV	602129	08/30/2021	SERVICES	21-550-6355	35.80
CENGAGE LEARNING INC	74789195	08/30/2021	BOOKS	21-550-7370	147.49
CENGAGE LEARNING INC	74794879	08/30/2021	BOOKS	21-550-7370	69.27
CENGAGE LEARNING INC	74795568	08/30/2021	BOOKS	21-550-7370	64.37
CENGAGE LEARNING INC	74795810	08/30/2021	BOOKS	21-550-7370	114.75
CENGAGE LEARNING INC	74796030	08/30/2021	BOOKS	21-550-7370	34.98
CENGAGE LEARNING INC	74810921	08/30/2021	BOOKS	21-550-7370	24.69
CENGAGE LEARNING INC	74817691	08/30/2021	BOOKS	21-550-7370	75.37
CENGAGE LEARNING INC	74874990	08/30/2021	BOOKS	21-550-7370	90.96
CENGAGE LEARNING INC	74893333	08/30/2021	BOOKS	21-550-7370	44.23
CENGAGE LEARNING INC	74893707	08/30/2021	BOOKS	21-550-7370	39.73
Joy J Hood	JH0821	08/30/2021	ADULT PROGRAM	21-550-7325	114.00
<b>Department 550 - LIBRARY Total:</b>					<b>17,324.90</b>

Department: 560 - WATER

MEGA INDUSTRIES CORP	Application 10	08/12/2021	Water Treatment Plant Impro	60-560-8730	662,462.07
Evergy	08/09/21	08/19/2021	SERVICE 7/8 TO 8/8	60-560-6710	20,752.17
WINDSTREAM CORPORATION	5458966	08/19/2021	8/8/19-9/8/19 SERVICES ACCT	60-560-6730	48.55
Evergy	8/12/21	08/19/2021	SERVICE 7/12 TO 8/10	60-560-6710	1,237.99
Evergy	8/17/21	08/19/2021	Service 7/18 to 8/16	60-560-6710	49.88
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	DEFERRED COMP	60-560-5210	442.40
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	ER HEALTH PREM	60-560-5310	9,579.76
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	ER DENTAL	60-560-5310	707.64
VOYAGER FLEET SYSTEMS, INC	8692616772135	08/24/2021	SERVICE THRU 02/24/2020 AC	60-560-7075	772.39
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - ER	60-560-5310	70.00
KC WATER SERVICE DEPT	01857059	08/25/2021	service 6/30 to 7/31	60-560-6740	15.09
KC WATER SERVICE DEPT	01857059	08/25/2021	service 6/30 to 7/31	60-560-6740	11.47
MCI	08/25/21	08/25/2021	BILL PAYER ID #93147422	60-560-6730	73.50
VERIZON WIRELESS SVCS LLC	9886268813	08/25/2021	ACCT #985727689-00001	60-560-6735	661.31
VERIZON WIRELESS SVCS LLC	9886268813	08/25/2021	ACCT #985727689-00001	60-560-7210	107.48
SPIRE MISSOURI INC	08/27/21	08/27/2021	Various Accounts Paid	60-560-6720	152.42

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSOURI LAGERS	LAGERS AUG 2021	08/27/2021	MISSOURI LAGERS	60-560-5220	6,229.46
BURNS & MCDONNELL ENGR	101403-42	08/30/2021	WATER PLANT REPAIRS	60-560-8730	14,088.69
Gerald C Charlton	C1_NKC 2021-8	08/31/2021	water plant rehab, engineerin	60-560-8730	12,709.05
TYLER TECHNOLOGIES INC	025-346466	09/01/2021	CIS/CRM Utility Billing Online	60-560-6345	40.00
HAWKINS INC	5006992	09/01/2021	CL	60-560-7005	1,336.56
HAWKINS INC	6003935	09/01/2021	CL	60-560-7005	1,336.56
ROYAL PAPERS INC	K127284	09/01/2021	Paper Products	60-560-7001	202.03
FOLEY EQUIPMENT COMPANY	K32853-011	09/01/2021	Skidsteer/Excavator Rental	60-560-8770	524.96
FOLEY EQUIPMENT COMPANY	K32853-02	09/01/2021	Skidsteer/Excavator Rental	60-560-8770	443.40
SCHULTE SUPPLY INC	S1176153	09/01/2021	Repair Clamps	60-560-7190	556.94
FOLEY EQUIPMENT COMPANY	SS710033211	09/01/2021	Caterpillar Trailer Inspection	60-560-6090	229.89
KC WATER SERVICE DEPT	W029-22	09/01/2021	Lab Services for July	60-560-6430	198.00
SPIRE MISSOURI INC	9446141111	09/02/2021	9446141111	60-560-6720	17.18
<b>Department 560 - WATER Total:</b>					<b>735,056.84</b>

**Department: 570 - WATER POLLUTION CONTROL**

Everg	08/09/21	08/19/2021	SERVICE 7/8 TO 8/8	61-570-6710	7,038.97
WINDSTREAM CORPORATION	5458966	08/19/2021	8/8/19-9/8/19 SERVICES ACCT	61-570-6730	18.21
Everg	8/12/21	08/19/2021	SERVICE 7/12 TO 8/10	61-570-6710	1,758.26
Everg	8/17/21	08/19/2021	Service 7/18 to 8/16	61-570-6710	1,586.18
AT&T	8/19/21	08/19/2021	Service From 6/19-7/18/20 Ac	61-570-6730	87.37
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	DEFERRED COMP	61-570-5210	132.72
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	ER HEALTH PREM	61-570-5310	3,638.79
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	ER DENTAL	61-570-5310	327.24
VOYAGER FLEET SYSTEMS, INC	8692616772135	08/24/2021	SERVICE THRU 02/24/2020 AC	61-570-7075	66.84
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - ER	61-570-5310	28.00
MCI	08/25/21	08/25/2021	BILL PAYER ID #93147422	61-570-6730	73.50
VERIZON WIRELESS SVCS LLC	9886268813	08/25/2021	ACCT #985727689-00001	61-570-6735	40.67
SPIRE MISSOURI INC	08/27/21	08/27/2021	Various Accounts Paid	61-570-6720	48.29
MISSOURI LAGERS	LAGERS AUG 2021	08/27/2021	MISSOURI LAGERS	61-570-5220	2,488.43
KCMO WATER SERVICES DEPT	13295	08/31/2021	monthly water and sewer cha	61-570-6745	489,421.91
TYLER TECHNOLOGIES INC	025-346466	09/01/2021	CIS/CRM Utility Billing Online	61-570-6345	40.00
ACE PIPE CLEANING INC	143702	09/01/2021	Emergency Sewer Repairr	61-570-8770	800.00
KEYSTONE LABORATORIES INC	1E06532	09/01/2021	Lab Analysis	61-570-6430	345.00
QUALITY PLUMBING INC	3620795	09/01/2021	Sewer Line Repair	61-570-8770	410.00
<b>Department 570 - WATER POLLUTION CONTROL Total:</b>					<b>508,350.38</b>

**Department: 580 - TRANSPORTATION**

KC ATA	IN-168	08/12/2021	AUGUST 2021 KCATA CHARGE	22-580-6300	33,087.00
KC ATA	IN-169	08/12/2021	SEPTEMBER 2021 KCATA CHA	22-580-6300	33,087.00
MUSSELMAN & HALL CONTRA	35398	08/16/2021	Curbs, sidewalks, catch basins	22-580-8770	12,364.00
MUSSELMAN & HALL CONTRA	35402	08/16/2021	Curbs, sidewalks, catch basins	22-580-8770	1,822.71
CUSTOM TREE CARE INC	20055	08/17/2021	tree trimming, removals, grin	22-580-7181	225.00
Everg	08/09/21	08/19/2021	SERVICE 7/8 TO 8/8	22-580-6710	1,708.56
WINDSTREAM CORPORATION	5458966	08/19/2021	8/8/19-9/8/19 SERVICES ACCT	22-580-6730	12.14
Everg	8/12/21	08/19/2021	SERVICE 7/12 TO 8/10	22-580-6710	97.72
ICMA - RC RETIREMENT COM	ICMAMSq 8-20-21	08/19/2021	DEFERRED COMP	22-580-5210	371.41
BLUE CROSS BLUE SHIELD OF	BCBS Sept 2021	08/23/2021	ER HEALTH PREM	22-580-5310	7,761.42
THE GUARDIAN LIFE INSURAN	GUARDIAN Sept 21	08/23/2021	ER DENTAL	22-580-5310	453.48
VOYAGER FLEET SYSTEMS, INC	8692616772135	08/24/2021	SERVICE THRU 02/24/2020 AC	22-580-7075	946.81
MUTUAL OF OMAHA INSURA	MOO Sept 2021	08/24/2021	LIFE INSURANCE - ER	22-580-5310	56.00
MCI	08/25/21	08/25/2021	BILL PAYER ID #93147422	22-580-6730	73.50
VERIZON WIRELESS SVCS LLC	9886268813	08/25/2021	ACCT #985727689-00001	22-580-6735	336.30
VERIZON WIRELESS SVCS LLC	9886268813	08/25/2021	ACCT #985727689-00001	22-580-7210	382.47
SPIRE MISSOURI INC	08/27/21	08/27/2021	Various Accounts Paid	22-580-6720	159.77
MISSOURI LAGERS	LAGERS AUG 2021	08/27/2021	MISSOURI LAGERS	22-580-5220	3,440.25
NATIONAL EXTERMINATING	2531803	09/01/2021	Tree infestation	22-580-7181	125.00
CUSTOM LIGHTING SERVICES	76-1217973	09/01/2021	Streetlight Repair	22-580-7184	463.23
M.A.R.C.	G-I-0012082	09/01/2021	Operation Green Light	22-580-6090	4,200.00
<b>Department 580 - TRANSPORTATION Total:</b>					<b>101,173.77</b>

**Grand Total: 2,024,317.31**

## Report Summary

## Fund Summary

Fund	Payment Amount
10 - GENERAL FUND	461,510.05
20 - PARKS & RECREATION	35,851.92
21 - LIBRARY	18,364.88
22 - TRANSPORTATION	104,256.84
24 - CONVENTION & TOURISM	22,250.00
25 - GAMING	23,062.29
44 - NORTHGATE PROJECT	592.50
60 - WATER FUND	738,959.35
61 - WATER POLLUTION CONTROL	509,968.48
63 - COMMUNITY CENTER	109,501.00
<b>Grand Total:</b>	<b>2,024,317.31</b>

## Account Summary

Account Number	Account Name	Payment Amount
10-1106	RETIREE BC/BS RECEIVA	5,145.21
10-1350	PREPAID OTHER	38,075.94
10-2243	AFTER TAX HEALTH	3,013.11
10-2245	DENTAL PRETAX	1,542.04
10-2247	PRETAX HEALTH	33,851.20
10-2249	AFLAC - PRETAX	5,293.25
10-2251	FIRE & POLICE PENSION	13,940.26
10-2252	ICMA EE CONTRIBUTION	8,442.34
10-2253	ING EE CONTRIBUTION	2,001.45
10-2254	AFLAC - AFTER TAX	2,343.62
10-2255	VISION DEDUCTION	2,325.69
10-2256	RHS DEDUCTION	3,479.89
10-2257	CRITICAL HEALTH INS	246.90
10-2259	ICMA EE ROTH CONTRIB	1,421.13
10-2260	UNITED FUND	20.00
10-2265	COKE PLAN	595.00
10-2266	DEPENDENT CARE	666.66
10-2267	MEDICAL REIMBURSEM	1,881.02
10-2268	UNION DUES	6,154.64
10-2430	CLEARING	700.00
10-3020	JUDICIAL EDUCATION RE	400.00
10-4419	Families First Reimburse	20,316.55
10-4501	OCCUPATIONAL LICENSE	576.00
10-505-5210	CITY PAID DEFERRED CO	913.44
10-505-5220	PENSION EXPENSE	15,256.47
10-505-5310	HEALTH, DENTAL & LIFE I	14,130.03
10-505-5426	TRAINING/TRAVEL APPO	8.50
10-505-6220	DUES & MEMBERSHIPS	55.00
10-505-6735	PAGERS & CELL PHONES	277.72
10-505-7001	OFFICE SUPPLIES	259.58
10-506-5210	CITY PAID DEFERRED CO	70.78
10-506-5220	PENSION EXPENSE	1,085.63
10-506-5310	HEALTH, DENTAL & LIFE I	1,984.07
10-507-6030	Legal Services	3,081.00
10-510-5210	CITY PAID DEFERRED CO	1,708.01
10-510-5220	PENSION EXPENSE	19,607.22
10-510-5310	HEALTH, DENTAL & LIFE I	60,061.38
10-510-5426	TRAINING/TRAVEL APPO	3,730.00
10-510-6305	AMBULANCE BILLING C	865.54
10-510-6735	PAGERS & CELL PHONES	40.67
10-510-7001	OFFICE SUPPLIES	103.76
10-510-7011	FIRST AID SUPPLIES	2,364.92
10-510-7014	QUARTERS MAINTENAN	1,188.53

## Account Summary

Account Number	Account Name	Payment Amount
10-510-7050	UNIFORMS	784.01
10-510-7075	GASOLINE	3,146.33
10-510-7120	EQUIPMENT MAINTENA	850.00
10-510-7125	SOFTWARE MAINT & SE	560.14
10-510-7140	VEHICLE MAINTENANCE	301.37
10-515-5210	CITY PAID DEFERRED CO	2,323.12
10-515-5220	PENSION EXPENSE	17,563.18
10-515-5310	HEALTH, DENTAL & LIFE I	58,568.66
10-515-5426	TRAINING/TRAVEL APPO	6,195.90
10-515-5428	POST TRAINING	20,000.00
10-515-6060	COMPUTER OPERATION	1,466.71
10-515-6110	MAINTENANCE AGREEM	2,933.00
10-515-6220	DUES & MEMBERSHIPS	225.00
10-515-6324	HIRING EXPENSE	782.60
10-515-6395	OTHER SERVICES	506.75
10-515-6735	PAGERS & CELL PHONES	540.39
10-515-7018	INVESTIGATIVE OPERATI	1,303.01
10-515-7020	DETENTION SUPPLIES	3,669.20
10-515-7022	RANGE SUPPLIES	55.00
10-515-7028	TACTICAL/AMMUNITION	2,457.75
10-515-7050	UNIFORMS	1,455.50
10-515-7075	GASOLINE	4,736.55
10-521-5210	CITY PAID DEFERRED CO	229.37
10-521-5220	PENSION EXPENSE	2,103.47
10-521-5310	HEALTH, DENTAL & LIFE I	5,957.93
10-521-6090	PROFESSIONAL SERVICE	1,343.17
10-521-6330	CUSTODIAL SERVICES	1,175.00
10-521-6735	PAGERS & CELL PHONES	81.34
10-521-7006	CUSTODIAL SUPPLIES	180.95
10-521-7075	GASOLINE	560.88
10-521-7110	BUILDING MAINTENANC	6,715.46
10-521-7160	PUBLIC SPACES MAINTEN	1,005.00
10-525-5210	CITY PAID DEFERRED CO	76.19
10-525-5220	PENSION EXPENSE	2,074.17
10-525-5310	HEALTH, DENTAL & LIFE I	1,374.81
10-525-6040	DESIGNING & ENGINEER	490.00
10-525-6735	PAGERS & CELL PHONES	118.33
10-525-7075	GASOLINE	157.45
10-526-5210	CITY PAID DEFERRED CO	283.41
10-526-5220	PENSION EXPENSE	3,014.56
10-526-5310	HEALTH, DENTAL & LIFE I	6,028.67
10-526-6090	PROFESSIONAL SERVICE	1,800.00
10-526-6347	ADVERTISING	423.11
10-526-6735	PAGERS & CELL PHONES	423.40
10-526-7001	OFFICE SUPPLIES	140.36
10-526-7075	GASOLINE	65.02
10-533-6337	CABLE SERVICE	170.20
10-533-6710	ELECTRICITY	14,414.92
10-533-6720	GAS	152.48
10-533-6730	TELEPHONE	1,302.08
20-2243	AFTER TAX HEALTH	51.00
20-2245	DENTAL PRETAX	57.48
20-2247	PRETAX HEALTH	771.10
20-2249	AFLAC - PRETAX	204.24
20-2252	ICMA EE CONTRIBUTION	39.72
20-2254	AFLAC - AFTER TAX	73.40
20-2255	VISION DEDUCTION	98.73
20-2259	ICMA EE ROTH CONTRIB	173.08

## Account Summary

Account Number	Account Name	Payment Amount
20-2267	MEDICAL REIMBURSEM	437.50
20-4661	FACILITY USE FEES	200.00
20-540-5210	CITY PAID DEFERRED CO	126.02
20-540-5220	PENSION EXPENSE	2,134.49
20-540-5310	HEALTH, DENTAL & LIFE I	3,622.83
20-540-6620	SPECIAL PARK EVENTS	335.50
20-540-6630	SENIOR TRIPS	345.90
20-540-6710	ELECTRICITY	2,965.26
20-540-6720	GAS	66.30
20-540-6730	TELEPHONE	205.08
20-540-6735	PAGERS & CELL PHONES	223.37
20-540-7006	BUSINESS FORMS	5,174.95
20-540-7075	GASOLINE	309.26
20-540-7090	OTHER SUPPLIES	746.00
20-540-7110	BUILDING MAINTENANC	925.56
20-540-7190	OTHER MAINTENANCE	3,916.65
20-540-8770	INFRASTRUCTURE	12,648.50
21-2245	DENTAL PRETAX	40.56
21-2247	PRETAX HEALTH	901.72
21-2253	ING EE CONTRIBUTION	45.96
21-2255	VISION DEDUCTION	51.74
21-550-5210	CITY PAID DEFERRED CO	45.96
21-550-5220	PENSION EXPENSE	1,940.06
21-550-5310	HEALTH, DENTAL & LIFE I	3,883.89
21-550-6110	MAINTENANCE AGREEM	92.00
21-550-6355	OTHER SERVICES	35.80
21-550-6710	ELECTRICITY	7,178.12
21-550-6730	TELEPHONE	837.55
21-550-7325	ADULT PROGRAMMING	114.00
21-550-7340	AUDIOVISUAL	202.28
21-550-7370	BOOKS	2,995.24
22-2243	AFTER TAX HEALTH	263.10
22-2245	DENTAL PRETAX	73.40
22-2247	PRETAX HEALTH	1,940.35
22-2249	AFLAC - PRETAX	52.00
22-2252	ICMA EE CONTRIBUTION	462.24
22-2254	AFLAC - AFTER TAX	116.22
22-2255	VISION DEDUCTION	57.02
22-2257	CRITICAL HEALTH INS	35.40
22-2267	MEDICAL REIMBURSEM	83.34
22-580-5210	CITY PAID DEFERRED CO	371.41
22-580-5220	PENSION EXPENSE	3,440.25
22-580-5310	HEALTH, DENTAL & LIFE I	8,270.90
22-580-6090	PROFESSIONAL SERVICE	4,200.00
22-580-6300	KCATA BUS SERVICES	66,174.00
22-580-6710	ELECTRICITY	1,806.28
22-580-6720	GAS	159.77
22-580-6730	TELEPHONE	85.64
22-580-6735	PAGERS & CELL PHONES	336.30
22-580-7075	GASOLINE	946.81
22-580-7181	TREE MAINTENANCE	350.00
22-580-7184	TRAFFIC SIGNAL/STREET	463.23
22-580-7210	MINOR EQUIPMENT	382.47
22-580-8770	INFRASTRUCTURE	14,186.71
24-524-6090	PROFESSIONAL SERVICE	22,250.00
25-535-8700	LAND ACQUISITION	8,832.75
25-535-8750	EQUIPMENT	4,037.86
25-535-8760	INFORMATION TECHNOL	1,713.68

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Payment Amount</b>
25-535-8770	INFRASTRUCTURE	8,478.00
44-536-6030	OTHER LEGAL FEES	592.50
60-2243	AFTER TAX HEALTH	62.90
60-2245	DENTAL PRETAX	115.30
60-2247	PRETAX HEALTH	2,395.70
60-2249	AFLAC - PRETAX	286.28
60-2252	ICMA EE MATCH	514.87
60-2254	AFLAC - AFTER TAX	99.46
60-2255	VISION DEDUCTION	172.12
60-2259	ICMA EE ROTH CONTRIB	47.54
60-2267	MEDICAL REIMBURSEM	208.34
60-560-5210	CITY PAID DEFERRED CO	442.40
60-560-5220	PENSION EXPENSE	6,229.46
60-560-5310	HEALTH, DENTAL & LIFE I	10,357.40
60-560-6090	PROFESSIONAL SERVICE	229.89
60-560-6345	BANK FEES	40.00
60-560-6430	LABORATORY FEES	198.00
60-560-6710	ELECTRICITY	22,040.04
60-560-6720	GAS	169.60
60-560-6730	TELEPHONE	122.05
60-560-6735	PAGERS & CELL PHONES	661.31
60-560-6740	NKC UTILITY FEES	26.56
60-560-7001	OFFICE SUPPLIES	202.03
60-560-7005	CHEMICALS	2,673.12
60-560-7075	GASOLINE	772.39
60-560-7190	MAINTENANCE OTHER	556.94
60-560-7210	MINOR EQUIPMENT	107.48
60-560-8730	BUILDING IMPROVEME	689,259.81
60-560-8770	INFRASTRUCTURE	968.36
61-2243	AFTER TAX HEALTH	122.10
61-2245	DENTAL PRETAX	53.30
61-2247	PRETAX HEALTH	909.70
61-2249	AFLAC - PRETAX	184.66
61-2252	ICMA EE CONTRIBUTION	157.60
61-2254	AFLAC - AFTER TAX	75.64
61-2255	VISION DEDUCTION	115.10
61-570-5210	CITY PAID DEFERRED CO	132.72
61-570-5220	PENSION EXPENSE	2,488.43
61-570-5310	HEALTH, DENTAL & LIFE I	3,994.03
61-570-6345	BANK FEES	40.00
61-570-6430	LABORATORY FEES	345.00
61-570-6710	ELECTRICITY	10,383.41
61-570-6720	GAS	48.29
61-570-6730	TELEPHONE	179.08
61-570-6735	PAGERS & CELL PHONES	40.67
61-570-6745	SEWAGE CHARGE KCMO	489,421.91
61-570-7075	GASOLINE	66.84
61-570-8770	INFRASTRUCTURE	1,210.00
63-543-6096	YMCA ADMINISTRATIVE	109,501.00
	<b>Grand Total:</b>	<b>2,024,317.31</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
**None**	1,282,981.64
1831	4,037.86
1901	14,186.71
2551	689,259.81
5891	968.36

**Project Account Summary**

<b>Project Account Key</b>	<b>Payment Amount</b>
5941	1,210.00
6551	1,713.68
7651	7,682.75
7655	1,150.00
835	8,478.00
9471	12,648.50
<b>Grand Total:</b>	<b>2,024,317.31</b>

## **Upcoming City Items of Note**

Dates Below Are Subject to Change

Items in red are Parks & Recreation Events

Items in blue are special City Council Meetings

Items in Green are Special Event Permits Authorized by the Council

September 6, 2021	City Hall, Library and Parks & Recreation Closed – Labor Day
September 8, 2021	City Council Budget Work Session – 6 p.m.
September 10, 2021	Friday Night Concert – Macken Park Festival Shelter – 7:00 PM
September 14, 2021	City Council Budget Work Session – 6 p.m. (If needed)
September 18, 2021	City-wide Garage Sale
September 18, 2021	Snow and Roast food truck in the library parking lot (Pending Approval)
September 10, 2021	Ice Cream Social for Seminole Drive & 26 <sup>th</sup> Avenue – 6-8 p.m.
September 25, 2021	Drive-in at the Park – Macken Park – Dusk
October 9, 2021	Howl-O-Ween – Waggin’ Trail Park – 1:00 PM
October 23, 2021	Spooky Snake Saturday
November 2, 2021	Election Day
November 19, 2021	Mistletowne Market – Parks & Recreation Center – 12:00 PM
November 19, 2021	Mayor’s Tree Lighting – City Hall – 6:00 PM
November 20, 2021	Mistletowne Market – Parks & Recreation Center – 10:00 AM
November 21, 2021	Mistletowne Market – Parks & Recreation Center – 12:00 PM
November 22, 2021	Feel the Warmth – Parks & Recreation
November 25-26, 2021	City Hall, Library and Parks & Recreation Center Closed – Thanksgiving
December 11, 2021	Holiday Wonderland – Parks & Recreation Center – 11:00 AM
December 11, 2021	Candy Cane 5k/10k Race (Pending Approval)
December 24, 2021	City Hall, Library and Parks & Recreation Center Closed – Christmas
December 31, 2021	City Hall, Library and Parks & Recreation Center Closed – New Year’s Day





MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: March 10, 2021

FROM: Stephen L. Reintjes, Sr., M.D.                      RE: COVID Update  
President & CEO

I wanted to provide you with updated information for NKCH. Total COVID patient volume has declined substantially.

Total Active COVID cases: 8  
Total recovering COVID cases: 19  
Total Active COVID patients in the ICU: 0  
Total Active COVID patients on a ventilator: 0

NKCH continues to partner with the other participants of Operation Safe to vaccinate our community together and have administered 25,000 vaccinations. NKCH is closely monitoring CDC guidelines to determine if changes can be made related to visitor restrictions.

Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: April 12, 2021

FROM: Stephen L. Reintjes, Sr., M.D.                      RE: COVID Update  
President & CEO

I wanted to provide you with updated information for NKCH. Total COVID patient volume has declined substantially.

Total Active COVID cases: 15  
Total recovering COVID cases: 12  
Total Active COVID patients in the ICU: 3  
Total Active COVID patients on a ventilator: 1

NKCH continues to partner with the other participants of Operation Safe to vaccinate our community together and have administered over 69,000 vaccinations. It is anticipated that Operation Safe will administer approximately 100,000 vaccinations to our community. NKCH is closely monitoring CDC guidelines and has revised the restricted visitor policy.

Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: May 10, 2021

FROM: Stephen L. Reintjes, Sr., M.D.                      RE: COVID Update  
President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a slight increase in the total number of COVID patients over the last couple of weeks.

Total Active COVID cases: 22  
Total recovering COVID cases:8  
Total Active COVID patients in the ICU: 10  
Total Active COVID patients on a ventilator: 4

Operation Safe's last clinic day was Thursday, October 6<sup>th</sup> and administered almost 100,000 vaccinations to our community. Operations safe had 4,250 volunteers that provided 50,000 plus hours of service. NKCH is closely monitoring CDC guidelines and the health orders through Clay County.

Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: July 14, 2021

FROM: Stephen L. Reintjes, Sr., M.D.                      RE: COVID Update  
President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a significant increase in the total number of COVID patients over the last four weeks.

Total Active COVID cases: 32  
Total recovering COVID cases: 10  
Total Active COVID patients in the ICU: 7  
Total Active COVID patients on a ventilator: 4

NKCH is closely monitoring the increase of Covid cases affecting the community. We appreciate any effort to promote vaccination among the at risk population.

Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: July 29, 2021

FROM: Stephen L. Reintjes, Sr., M.D.                      RE: COVID Update  
President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a significant increase in the total number of COVID patients over the last couple of weeks.

Total Active COVID cases: 48  
Total recovering COVID cases: 21  
Total Active COVID patients in the ICU: 10  
Total Active COVID patients on a ventilator: 6

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community and all of our services remain open including surgery, emergency room, stroke, comprehensive heard care and trauma. Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: August 4, 2021

FROM: Stephen L. Reintjes, Sr., M.D.                      RE: COVID Update  
President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a significant increase in the total number of COVID patients over the last couple of weeks.

Total Active COVID cases: 53  
Total recovering COVID cases: 16  
Total Active COVID patients in the ICU: 17  
Total Active COVID patients on a ventilator: 9

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: August 11, 2021

FROM: Stephen L. Reintjes, Sr., M.D.                      RE: COVID Update  
President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a significant increase in the total number of COVID patients over the last couple of weeks.

Total Active COVID cases: 53  
Total recovering COVID cases: 15  
Total COVID patients in the ICU: 18  
Total COVID patients on a ventilator: 9

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.



MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: August 18, 2021

FROM: Stephen L. Reintjes, Sr., M.D.                      RE: COVID Update  
President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a significant increase in the total number of COVID patients over the last couple of weeks.

Total Active COVID cases: 56  
Total recovering COVID cases: 20  
Total COVID patients in the ICU: 17  
Total COVID patients on a ventilator: 13

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.





MEMORANDUM

TO: NKC City Council Board of Trustees                      DATE: August 25, 2021

FROM: Stephen L. Reintjes, Sr., M.D.                      RE: COVID Update  
President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a significant increase in the total number of COVID patients over the last couple of weeks.

Total Active COVID cases: 48  
Total recovering COVID cases: 17  
Total COVID patients in the ICU: 15  
Total COVID patients on a ventilator: 10

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.



MEMORANDUM

TO: NKC City Council   DATE: September 1, 2021  
FROM: Stephen L. Reintjes, Sr., M.D.                 RE: COVID Update  
          President & CEO

I wanted to provide you with updated information for NKCH. NKCH has seen a consistent number of COVID patients over the last couple of weeks.

Total Active COVID cases: 48  
Total recovering COVID cases: 17  
Total COVID patients in the ICU: 23  
Total COVID patients on a ventilator: 16

NKCH is closely monitoring the increase of COVID cases affecting our community and we continue to ask for all support to encourage those who are unvaccinated to get vaccinated. We will continue to meet the healthcare needs of our community. Thank you.

**Minutes of the North Kansas City, Missouri Regular City Council Meeting of  
September 7, 2021**

The City Council met in regular session on Tuesday, September 7, 2021, at the City Council Chambers located at 2010 Howell Street, North Kansas City, MO 64116.

The following were present:

Mayor: Bryant DeLong  
Councilmembers: Wesley Graves  
Anthony Saper  
Jesse Smith  
Lisa Tull  
Zachary Clevenger  
Adam Roberts  
Amie Clarke  
Ana Pellumbi – Absent

Staff Present: Kim Nakahodo, Interim City Administrator  
Mark Smith, Major  
Dave Hargis, Fire Chief  
Anthony Sands, Public Works Director  
Casey Campbell, Human Resources Manager  
Nick Hawkins, Finance Manager  
Stephen Roberts, IT Manager  
Tom Barzee, City Counselor  
Crystal Doss, City Clerk

Mayor DeLong called the meeting to order at 7:00 p.m.

The roll was called. The following councilmembers were present: Adam Roberts, Amie Clarke, Wesley Graves, Anthony Saper, Lisa Tull, Jesse Smith and Zachary Clevenger.

The meeting opened with the Pledge of Allegiance.

C. Tull moved to approve the agenda, seconded by C. Roberts. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried, 7-0.

Liz Ryan approached the Council commending C. Pellumbi for the facts she has provided to Council regarding COVID. She also thanked Mayor

Roll Call

Opening

Approval of Agenda

Comments from the Public

DeLong for working with Dr. Reintjes at North Kansas City Hospital to get the facts regarding COVID.

The Consent Agenda contained the following items:

Consent Agenda

Approval of Work Session Minutes of August 17, 2021

Approval of Regular Council Meeting Minutes from August 17, 2021

Approval of Strategic Planning Session Minutes of August 20 & 21, 2021

Approval of Special Council Meeting Minutes of August 24, 2021

Snake Saturday Short Term Conditional Use Permit

Pint Path Short Term Conditional Use Permit

- Pint Path Fun Ride
- Pint Path Check-in

Purple Wave Auction Items (Resolution No. 21-068)

Annually, multiple City departments within North Kansas City identify several items that no longer function for their intended use to include in the city-wide auction. These items have either been considered outdated, replaced by newer equipment, unfit for service, or are not current with newer safety regulations. Staff recommends using Purple Wave for facilitating the auction.

C. Smith moved to approve the Consent Agenda as presented, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried, 7-0.

Consideration of a Resolution Approving Agreement for Certain Services with the North Kansas City Business Council (Resolution No. 21-065). Interim City Clerk Kim Nakahodo stated the City has an agreement, renewed on an annual basis, with the North Kansas City Business Council for services related to business development and retention in the city. The agreement provides that "[t]he Contractor shall periodically prepare and submit to the City such reports concerning the performance of the services required by this Agreement as the Contract

Ordinance No. 9413 –  
Financial Disclosure  
Ordinance

Officer, or his designee, shall require.” The City has requested that it be updated annually. Rich Groves of the Business Council will present a report on its activities in the last year. After the presentation, the City Council will consider a Resolution to renew the service contract for the period October 1, 2021, to September 30, 2022. Through this contract, the City of North Kansas City will provide NKCBC \$30,000 funding, the same amount as previous years, for services related to business development and retention in the city, as enumerated in the agreement. Rich Groves, Jason Crowley and Jack Fry gave a presentation to the Council regarding their upcoming budget. Discussion ensued. C. Smith moved to approve Resolution No. 21-065 with the following change: “Removal of Quarterly Printed Newsletter Layout, Printing & Mailing,” seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried, 7-0.

Discussion Regarding Sidewalk Eating and Alcohol Consumption Licenses. Interim City Administrator Nakahodo asked Community Development Director Sara Copeland to present this to Council. Ms. Copeland stated that Chapter 4.30 of the Municipal Code concerns Sidewalk Eating and Alcohol Consumption Licenses, which allows portions of the public sidewalks in front of eating and drinking establishments to be used for sidewalk dining subject to the requirements of the Municipal Code. While historically sidewalk dining/alcohol consumption licenses were restricted to businesses along Armour Road in downtown NKC, on June 2, 2020, as part of the City’s support to businesses facing indoor occupancy restrictions due to the Covid-19 Pandemic, this restriction was lifted so that sidewalk dining/alcohol consumption licenses might be issued citywide. Practically speaking, because sidewalk dining areas must reserve a four-foot passageway for pedestrians exclusive of tree wells, the locations that can accommodate sidewalk dining are limited. Recently, City staff received an inquiry into sidewalk dining/alcohol consumption licensing from a new NKC business. This business does not meet the requirements to qualify for a sidewalk alcohol consumption license and has asked whether the requirements could be amended to allow them to obtain a license. This question is a policy discussion for the City Council to provide direction to City staff. Discussion ensued. Council asked for staff to draft an ordinance to bring to the next meeting removing the food requirement and to look into the barrier.

Discussion Regarding  
Sidewalk Eating and  
Alcohol Consumption  
Licenses

Discussion Regarding Moving the November 16, 2021, Meeting to November 23, 2021. Mayor DeLong stated that multiple members of the Governing Body will be out of town for the Tuesday, November 16, 2021, Regular City Council Meeting. Staff would like direction from the Council on moving the meeting to a Special City Council Meeting on Tuesday, November 23, 2021. Discussion ensued. C. Smith moved to approve the movement of the meeting to November 23, 2021, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried, 7-0.

Discussion Regarding Pedestrian Safety, Armour & Clay. Interim City Administrator Nakahodo asked Community Development Director Copeland and Public Works Director Sands to present this item to Council. Ms. Copeland stated that at the August 17, 2021 City Council meeting, Councilmember Graves expressed concern about pedestrian safety at the Armour and Clay intersection and asked staff to examine strategies for improving the visibility and safety of pedestrians crossing Armour Road in this area. On August 29, Public Works crews repainted the crosswalks on Armour Road on both sides of the intersection with Clay Street and installed Pedestrian Crosswalk signs to improve visibility of the pedestrian crossing. Staff believes these improvements to be a good short-term action to improve safety for pedestrians at this location. Rectangular rapid flashing beacons at this location have been added to the Downtown Streetscape project. Before construction begins in this area, staff will study this improvement to ensure that the flashing beacons do not cause a traffic impact due to the proximity to Burlington and make a future recommendation to Council. Discussion ensued. Council consensus was that the actions taken for the time being seemed adequate for the time being.

Resolution Amending the City's Personnel Manual to Provide for a Paid Parental Leave Policy (Resolution No. 21-067). Interim City Administrator stated that currently the City has no Paid Parental Leave policy. The purpose of a Paid Parental Leave policy is to give parents additional flexibility and time to bond with their new child, adjust to their new family situation, and balance their work obligations. Under this proposal, all regular and appointed employees who are eligible to take leave under the City's Family and Medical Leave Policy would be granted paid parental leave due to the birth of the employee's child or the placement within the employee's home of an adopted or foster child. Paid Parental Leave would be in addition to, and not a replacement for, any other leave for which an employee is eligible.

Discussion Regarding Moving the November 16, 2021, Meeting to November 23, 2021

Discussion Regarding Pedestrian Safety, Armour & Clay

Resolution No. 21-067  
-- Creation of a Paid Parental Leave Policy

Discussion ensued. C. Smith moved to approve Resolution No. 21-067 with the following change: 6 week leave increased to 8 week leave and for this policy to go into effect immediately, seconded by C. Roberts. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried, 7-0.

Consideration of a Resolution Authorizing the City to Enter Into an Operating Agreement with Skinny Labs Inc. for the Implementation of a Shared Active Transportation Operation (Resolution No. 21-071). Interim City Administrator Nakahodo stated that the Shared Active Transportation businesses have been operating south of the river in Kansas City for several years and have recently begun expanding their operations north of the river. The City Council approved an Operating Agreement with Bird Rides, Inc. on May 4, 2021, permitting the deployment of Bird scooters in NKC. Earlier this summer, Skinny Labs Inc., which operates Spin scooters, contacted City staff about deploying in NKC. The Operating Agreement that is before the City Council for approval is generally the same agreement as the City has with Bird. The proposed fee to be paid by Spin is the same as that paid by Bird, a per ride fee of 15 cents for every ride in NKC. This fee structure is also the current structure in place in KCMO and many other cities where Shared Active Transportation companies are operating, including Omaha, Portland, Wichita, and Phoenix. Discussion ensued. C. Tull moved to approve Resolution No. 21-071, seconded by C. Smith. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, no. Motion carried, 6-1.

Consideration of a Resolution Authorizing the City to Enter into a Memorandum of Understanding With Kansas City Streetcar Authority and Kansas City Area Transportation Authority for the Purpose of Updating the North Rail Streetcar Extension Study (Resolution No. 21-069). Interim City Administrator Nakahodo asked Community Development Director Copeland to present this item to Council. Ms. Copeland stated that at its meeting of June 1, 2021, the City Council directed staff to proceed with an agreement between the City, the Kansas City Streetcar Authority (KCSA), and the Kansas City Area Transportation Authority (KCATA) for the purpose of updating the 2014 NorthRail Streetcar Extension Study. City staff has coordinated with KCSA and KCATA staff to finalize a Memorandum of Understanding (MOU) regarding this project and to draft a Request for Proposals (RFP) for consulting services to update the 2014 study. The City's share of

Resolution No. 21-071  
– Shared Active  
Transportation  
Operating Agreement  
with Spin

Resolution No. 21-069  
– Memorandum of  
Understanding for  
NorthRail Streetcar  
Extension Feasibility  
Study Update



study costs is included in the proposed budget. The RFP has been released by KCSA, with a deadline of September 20 for interested firms to submit proposals for the study update. C. Roberts moved to approve Resolution No. 21-069, seconded by C. Smith. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried, 7-0.

Consideration of a Resolution Approving Task Order No. 3 with Confluence Inc., for Certain Professional Landscape Architecture, Engineering and Related Services Related to the Downtown Streetscape Project (Resolution No. 21-070). Interim City Administrator Nakahodo asked Community Development Director Copeland and Public Works Director Sands to present this item to Council. Ms. Copeland stated that at the City Council meeting of June 1, 2021, the Council approved Task Order #2 with Confluence for design services related to the Downtown Streetscape project, including additional design assistance during the pre-construction and construction phases of the project, construction observation, and limited civil engineering. The Council also approved a Construction Manager at Risk contract with MegaKC to play an integrated role in the design process, assisting with finalizing construction plans and specifications, and to function as the General Contractor on this project. Since that time, City staff has been working with both Confluence and MegaKC on pre-construction tasks. As part of this work, MegaKC and the City's Public Works Director have identified a need to complete more detailed examination of the ADA ramps in downtown NKC and include replacement of ADA ramps as needed in this project. Doing this work now will help avoid any replacement in the near future that would impact the decorative design of the sidewalk pavers at downtown intersections and ensure that the City is providing accessible downtown sidewalks in compliance with the Americans with Disabilities Act. Discussion ensued. C. Graves moved to approve Resolution No. 21-070, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, absent. Motion carried, 6-0. C. Clevenger was not in the room during this vote.

Resolution No. 21-070  
– Task Order 3 with  
Confluence Regarding  
Downtown ADA Ramps

Consideration of a Resolution Approving First Amendment to Professional Services Agreement with Burns & McDonnell Engineering Company, Inc., for a Completed AWIA Emergency Response Plan (Resolution No. 21-064). Interim City Administrator Nakahodo asked Public Works Director Sands to present this item to Council. Mr. Sands stated that the America's Water Infrastructure Act (AWIA) was signed

Resolution No. 21-064  
– Contract Amendment  
with Burns &  
McDonnell – America's  
Water Infrastructure



into law in 2018. Section 2013 of this law requires community water systems serving more than 3,300 people to develop or update an emergency response plan (ERP). In its memo, staff recommends amendment of the contract with Burns and McDonnell for Water Treatment Plant services to include assistance in creating the new ERP. A task order with Burns & McDonnell Engineering in the amount of \$34,000 is presented accordingly for Council approval. C. Smith moved to approve Resolution No. 21-064, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried, 7-0.

Act Emergency  
Response Plan

Consideration of a Resolution Amending the Gaming Fund Budget for Fiscal Year 2020-2021 in the Amount of \$34,000 for Developing an Emergency Response Plan in Accordance with the America's Water Infrastructure Act (Resolution No. 21-066). Interim City Administrator Nakahodo asked Public Works Director Sands to present this item to Council. Mr. Sands stated that in the preceding item on this agenda the City Council considered approval of a task order with Burns & McDonnell Engineering for services to develop an emergency response plan for the City's water systems. Assuming approval, now presented is a budget amendment resolution in the amount of the task order. Staff recommends approval. C. Graves moved to approve Resolution No. 21-066, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried, 7-0.

Resolution No. 21-066  
– Budget Amendment  
for Task Order with  
Burns & McDonnell  
Engineering

Consideration of an Ordinance Authorizing Payment for Certain Accounts Due and Payable by the City Through September 3, 2021 {Bill No. 7621 (Ordinance No. 9418)}. C. Smith moved that Bill No. 7621 be placed on first reading, seconded by C. Clarke. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried, 7-0. Bill No. 7621 was read. C. Clarke moved that Bill No. 7621 be placed on second and final reading and passed as Ordinance No. 9418, seconded by C. Smith. The roll was called, and the vote was as follows: C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes – C. Smith, yes – C. Clevenger, yes. Motion carried, 7-0. Bill No. 7621 was read. Thereupon Mayor DeLong declared the motion carried and the Bill duly passed. Said Bill was then numbered 9418, was signed and approved by the Mayor and attested by the City Clerk.

Ordinance No. 9418 –  
Approving Accounts  
Due and Payable by  
the City Through  
September 3, 2021

Public Works Director Sands explained that the City was able to find a cheaper option for the repair of the Howell Street Pumping Station sink hole and asked for Council approval to use the surplus funds allocated to now repair a new break at the 26<sup>th</sup> Street Pumping Station.

Staff Comments

Interim City Administrator Nakahodo stated that the Upcoming City Items of Note and the North Kansas City Hospital Covid Update were in the agenda packet for review. She also stated that the proposed budget has been updated based on the results of the final budget session.

C. Saper asked to see a broader set of data on COVID case statistics in agenda packets.

C. Roberts reviewed the numbers for active COVID cases and vaccinations in North Kansas City and Clay County. He asked that everyone continue to get vaccinated if they haven't already, wear masks, and wash hands. He stated that he had received emails in support of small business efforts made by the City.

Councilmembers'  
Comments

C. Clarke asked everyone to please get their Covid vaccine. She thanked Council, City staff, and the Parks and Recreation Department for coming together to discuss the proposed park in River Forest. She is also excited for her neighborhood's first block party coming up.

C. Graves thanked all City staff for their continued efforts to make North Kansas City better.

C. Saper said, to those observe Rosh Hashanah, Chag Sameach and Shanah Tovah. He also thanked City staff for their hard work related to the preparation of the FY2022 Budget.

C. Tull thanked Interim City Administrator Nakahodo for posting all of the COVID-related memos from March 2021 to today. She offered assistance for those that are not vaccinated. She also asked for anyone with opinions on the mask mandate to approach City Council on the matter, instead of the Mayor or City staff members.

C. Smith echoed C. Tull's statements about mask mandates, and asked that everyone please get vaccinated. He is appreciative of the safety measures that are being put in place for the upcoming Spooky Snake Saturday event. He also thinks that the Howell Bumpouts look good and

inquired about further actions that can be taken about drivers speeding and hitting the new islands.

C. Clevenger stated that he has three unvaccinated friends that have passed away or are in the hospital because of COVID. He asked that everyone please get vaccinated. He thanked the Fire Department for conducting the CPR work session this evening.

Consideration of a Request to Hold and Recess Into an Executive Session as Requested by the Interim City Administrator, to be Held on this Date on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2). C. Clevenger moved to go into Executive Session at 9:02 PM, seconded by C. Smith. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 7-0.

Executive Session

Consideration of a Request to Hold and Recess Into an Executive Session as Requested by the Interim City Administrator, to be Held on this Date on a Real Estate Matter Pursuant to Missouri Revised Statutes §610.021(2). C. Clevenger moved to go into Executive Session at 9:02 PM, seconded by C. Smith. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 7-0.

Consideration of a Request to Hold and Recess Into an Executive Session as Requested by the Interim City Administrator, to be Held on this Date on a Personnel Matter Pursuant to Missouri Revised Statutes §610.021(3). C. Clevenger moved to go into Executive Session at 9:02 PM, seconded by C. Smith. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 7-0.

C. Clarke moved to go back into Regular Session and adjourn at 10:15 PM, seconded by C. Clevenger. The roll was called, and the vote was as follows: C. Smith, yes – C. Clevenger, yes – C. Roberts, yes – C. Clarke, yes – C. Graves, yes – C. Saper, yes – C. Tull, yes. Motion carried, 7-0.

Adjournment


Council Adjourned



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Mayor

Attest:



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City Clerk

Approved this 21<sup>st</sup> Day of September 2021